



Waterstone
Community Development District

<http://www.waterstonecdd.com>

Colton Case – Chairman

Joann DeRosa – Vice Chair

Robert Frien – Assistant Secretary

August 13, 2026



Waterstone

Community Development District

Agenda

Seat 1: Colton Case – (C.)	
Seat 3: Joann DeRosa – (V.C.)	
Seat 2: Robert Frien – (A.S.)	
Seat 5: Open Seat	
Seat 4: Open Seat	

Thursday
August 13, 2026
11:00 a.m.

W Executive Suites, LLC
1860 SW Fountainview BLVD, Suite 100
Port Saint Lucie, FL 34986
Join the Meeting Now
Meeting ID: 263 460 512 153 7 and Passcode: K4TJ7En9
1 872-240-4685 and Phone Conference ID: 836 332 294#

1. Roll Call
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Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.waterstonecdd.com>

From: sue hofman

Date: Monday, May 4, 2026 at 5:14 PM

To: Andressa Hinz Philippi

Subject: Resignation

Hello

Im sorry to report that o have life changing circumstances and can no longer fulfill this commitment for th cdd.

I am not sure how to proceed but please know it is effective right away..

Thank you.. hope you stay well.

Susan Hofman

Sue Hofman

State Certified Residential Appraiser

General Accredited Appraiser GAA

Residential Accredited Appraiser RAA

Licensed Realtor; Member of NAR, RAIRC, Beaches

"Customer Care..Customer Satisfaction "

Oath of Office

I, _____ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Waterstone Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the **Waterstone Community Development District**, _____ County, Florida.

Signature: _____

Mailing Address: _____

County of Residence: _____

Telephone #: _____

E-mail: _____

Date: _____

Sworn to (or affirmed) before me this _____ day of _____, by _____ whose signature appears hereinabove.

Notary Public State of Florida

Print Name

My Commission expires _____

Personally known _____ or produced identification _____

Type of identification _____

RESOLUTION 202__ - __

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT ELECTING OFFICERS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.006(6), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the requirements of Section 190.006(6), *Florida Statutes*, the Board of Supervisors of the **Waterstone Community Development District** (the "Board") desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The following persons are elected to the Waterstone Community Development District offices below, to wit:

OFFICE	OFFICER	SEAT	SUPERVISOR TERM*
Chairman		GE Seat	Term Expires: 11-202
Vice Chairman		GE Seat	Term Expires: 11-202
Assistant Secretary		GE Seat	Term Expires: 11-202
Assistant Secretary		GE Seat	Term Expires: 11-202
Assistant Secretary		GE Seat	Term Expires: 11-202
Treasurer	Patti Powers	GMS - SF	N/A
Assistant Treasurer	Sharyn Henning	GMS - SF	N/A
Secretary	Paul Winkeljohn	GMS - SF	N/A
Assistant Secretary	_____	GMS - SF	N/A

* Denotes the term of the Supervisor for informational purposes, not the term of the District office. The election of officers may occur upon and at the discretion of the Board and shall occur as soon as practicable after each election or appointment to the Board. Section 190.006, *Florida Statutes*.

Section 2. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found

to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT, THIS ____DAY OF _____, 202__.**

**WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Chairman / Vice Chairman

Print name: _____
Secretary / Assistant Secretary

**MINUTES OF MEETING
WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterstone Community Development District was held on Thursday, April 9, 2026, at 11:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida 34984.

Present and constituting a quorum were:

Colton Case	Chairman
Joann DeRosa	Vice Chairman
Robert Frien	Assistant Secretary

Also present were:

Andressa Hinz Philippi	District Manager
Matthew Hans	Governmental Management Services
Eddie De La Rosa	Governmental Management Services
Jere Earlywine	District Counsel
Kirsten Mood	Kutak Rock
Juan Alvarez	District Engineer (by phone)
Angel Camacho	Alvarez Engineers (by phone)
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Ms. Hinz Philippi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation Letter from Mr. David Frien

Ms. Hinz Philippi: The next item would be organizational matters, acceptance of resignation letter from Mr. David Frien on page 4. I would need a motion to accept that resignation.

On MOTION by Mr. Case seconded by Mr. Frien with all in favor, accepting the resignation letter from Mr. David Frien was approved.
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B. Consideration of Appointment of Supervisor(s) to Unexpired Term(s) of Office – Seat #4 (11/2028)

C. Oath of Office for Newly Appointed Supervisor(s)

D. Election of Officer(s)

Ms. Hinz Philippi: The next item would be consideration of appointment of Supervisor for the unexpired term. Do we have anyone to appoint at this time?

Mr. Case: Not at this meeting, we're hoping to have somebody to appoint by the next meeting.

Ms. Hinz Philippi: Ok, so we will table this part, and I will bring it back to the next meeting.

On MOTION by Mr. Case seconded by Mr. Frien with all in favor, was approved.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 12, 2026 Meeting

Ms. Hinz Philippi: The next item would be the approval of the minutes of the February 12, 2026 meeting. Do I have any questions or changes to the minutes, if not, a motion to approve would be in place.

On MOTION by Mr. Frien seconded by Mr. Case with all in favor, the Minutes of the February 12, 2026 Meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of:

A. Resolution #2026-01 Designating Jere Earlywine as the District's Registered Agent

Ms. Hinz Philippi: So, the next item would be consideration of resolution #2026-01 on page 34, designating Jere Earlywine as the District's registered agent. We know that he's already our attorney but, we need to just change the registered agent, so I just need a motion to approve the resolution.

On MOTION by Mr. Case seconded by Mr. Frien with all in favor, Resolution #2026-01 designating Jere Earlywine as the District's Registered Agent was approved.

SECOND ORDER OF BUSINESS**Organizational Matters (Cont.)****E. Election of Officer(s)**

Ms. Hinz Philippi: I just want to go back to organizational matters for a minute because I just noticed here, and Matt helped me, we don't have a chairman because David Jackson was our chairman. So, we just need the election of officers, even if we did not appoint anyone at this time, let's go back and do the election of officers. Right now we have Joann DeRosa as vice chairman, Colton Case and Bob Frien are assistant secretaries, and Susan Hofman is an assistant secretary. We don't necessarily need to change the slate around but, it would be good to have a chairman because if we need to we can discuss things between meetings. So, if you guys want to elect a chairman, or one of you wants to volunteer to be the chairman that would be good.

Mr. Case: Until we name another one, I'll volunteer to be the chairman.

Ms. Hinz Philippi: Ok, so if you guys are ok with that we could have Colton as the chairman, and Joann as vice chairman, and Bob stays as an assistant secretary, as well as Susan, and myself. Then we have the other officers the same as before, Patti Powers as treasurer, Sharyn Henning as assistant treasurer, and the we have Paul Winkeljohn as the secretary, and that's what we had before but, if you guys are ok with that slate officers, I just need a motion to approve that.

On MOTION by Mr. Frien seconded by Ms. DeRosa with all in favor, Election of Officers, electing Colton Case as chairman and keeping the existing officers the same as stated on the record was approved.

B. Resolution #2026-02 Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing

Ms. Hinz Philippi: Ok, so moving on to resolution #2026-02 approving the proposed fiscal year 2027 and setting up the public hearing. So, this budget is the same as last year, we did not have any changes and we need to just look at the dates that we have for our meetings. So, this budget is the same as last year and if you guys have any questions I can take those but, we don't have an increase, everything we did, even the gates and the road, everything was in the budget for this year, and so we didn't have any increase. If you guys have questions on that I can take them, and if not, I would need a motion to approve resolution #2026-02, and I just want to take a look here on the dates, and I had it opened but it closed on me so let me just try that again. Ok, so we need 60 days from

today to be able to have the public hearing, so we have August 13th to not be in the middle of summer, we also have July 9th, then August 13th would be after the 60 days, however it is like in the middle of the summer as well, and I don't know how easy it is to get the Board to meet in the beginning of July.

Mr. Frien: I don't see it being an issue for us.

Ms. Hinz Philippi: Ok, so we have July 9th or August 13th, what would be better for you guys?

Mr. Case: August what?

Mr. Frien: 13th, July 9th or August 13th, I'm ok with either.

Mr. Case: Either is fine with me.

Ms. Hinz Philippi: Ok, Joann?

Ms. DeRosa: I'm fine with either.

Mr. Case: Which one do you guys prefer?

Mr. Frien: July 9th.

Ms. DeRosa: That's fine.

Mr. Case: Ok.

Ms. Hinz Phillipp: Ok, this is resolution #2026-02 approving the proposed fiscal year 2027 budget and setting the public hearing for July 9, 2026 at 11:00 o'clock in the morning, and it's going to be at 2160 NW Reserve Park Trace, Port St. Lucie, Florida, so I just need a motion to approve.

On MOTION by Mr. Case seconded by Mr. Frien with all in favor, Resolution #2026-02 approving the proposed Fiscal Year 2027 Budget and setting the Public Hearing on July 9, 2026 at 11:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida was approved.

FIFTH ORDER OF BUSINESS

Ratification of Service Agreement with Waste Pro

Ms. Hinz Philippi: The next item would be ratification of service agreement with Waste Pro, we needed garbage bins to put outside the clubhouse and all that, since we have janitor now and we are doing the garbage, so that's why we got it and now I just need a motion to ratify.

Mr. Case: And we went with multiple cans.

Mr. Hans: Yes, just for the time being we can always switch it in the future.

Mr. Case: Ok.

On MOTION by Mr. Case seconded by Mr. Frien with all in favor, ratifying the Service Agreement with Waste Pro was approved.

SIXTH ORDER OF BUSINESS

Approval and Ratification of Change Order #003 with All County Pavement Management

Ms. Hinz Philippi: Now we have an approval and ratification of change order #003 with All County Pavement Management but, before we go to that I think I'm going to ask Juan to talk about the project for the roads and then we can go to this because we have to make a change order for the pavement and you have it on your agenda there but, I would like Juan to explain to us what happened there and why the change order is applied here. So, Juan you're up.

Mr. Alvarez: Yes, I hope you can hear me well, can you?

Ms. Hinz Philippi: Yes.

Mr. Case: We can, yes.

Mr. Alvarez: Alright, very well. So, Andressa, I sent you an email earlier today a document, I don't know if you had a chance to review that documentation that has to do with the completion of the paving and resurfacing project. So, the information I sent you was the final report from the company who overseeing the project, as it was being performed by the contractor. I sent you those reports that show that the contractor improperly achieved the gutter drain on the traffic lanes, which is an important component of the project, and we want to make sure that the water drains to the proper inlets. So, by achieving the curb flow, it's an important part of removal and resurfacing the pavement. One of the reports from the company shows the amount of asphalt that was used for the project. We also sent you as evidence of the asphalt and the amount he used, and the tickets and the amount of asphalt that they believe would do that job and that was in the email that I sent you this morning. (inaudible comment) I inspected the project last Monday, and we have some punch list items that we need to resolve with the contractor for some unfinished items and some things need to be corrected, nothing major, just minor

items. So, based on the evidence that I sent you this morning, and I talked to Jere Earlywine and Matt Hans also, and based on that evidence we think that the proposed change order justifies it and I would recommend approval because more asphalt was required than originally estimated has to be used in this project. It is typical within a resurfacing contract to estimate an original amount and also provide a line item in approving certain unit prices for asphalt in case more asphalt is needed. Now, the original contract with the CDD and the contractor has a provision, we have verified what the contractor is giving now in the change order is in accordance with the contract, so therefore, we recommend that the change order be approved. Now, having said that, I recommend that no additional payment be made to the contractor at this time until we resolve some of the punch list items that we have.

Ms. Hinz Philippi: Yes, I hear you.

Mr. Alvarez: That's what I have to report, and I don't know if you heard everything that I just said.

Mr. Case: So, Juan, just to summarize, I guess I heard two things, one is that it's typical that you don't know exactly how much asphalt it's going to take until you get a change order, so that's not uncommon, that's your first point, and then the second point you made is that you're also wanted to hold payment because there are some punch list items. Do you want to maybe just briefly touch on what those are and what the magnitude of the cost might be?

Mr. Alvarez: Yes, right now I think the District has paid \$68,000 to the contractor, so the majority of the contract amount is owed to them. The items that are on the punch list as we noted that the contractor, when they painted some crosswalks for the pedestrians, they painted them too narrow, and they should have at least 14" in width but, the contractor painted them less than that, so we need to ask them to correct that. Another thing is that there are some areas in which we noticed some patching that they did is already damaged, so those are two things. In the whole context of the job, those things are not something major, but they need to be corrected, so I would suggest as this moment to retain at least 10% of the project amount to withhold that amount from the contractor. Another thing that we need to discuss with them is that they need to provide us with a Release of Lien, not only for themselves but, also for the subcontractor, they have a subcontractor and Ranger, who is the plant that provided the asphalt and Ranger sent a

notice to the owner, and a notice to the CDD, that they are owed some money, so we are going to make sure that the subcontractor is paid.

Mr. Earlywine: Ok, so there's a couple of different type of notice to owners, there's one that is just commonly filed to put it on record, and then there's another where you're actually owed money, so which one did we get?

Mr. Alvarez: What we received is not a lien but, they are notifying the owner that they did work under the contractor.

Mr. Earlywine: Ok, and Juan do you know if actually, you don't think there's a late payment or anything like that from the main contractor?

Mr. Alvarez: Yes, I'm sorry, who am I talking to?

Mr. Earlywine: Yes, this is Jere, hi Juan, can you hear me ok?

Mr. Alvarez: Yes.

Mr. Earlywine: So, do you know for a fact that the subcontractor has not been paid, like is there an overdue payment or is that just a notice to owner?

Mr. Alvarez: No, I don't think they are claiming that they are late on a payment, it's just standard procedure from the subcontractor.

Mr. Earlywine: Ok, yes, so it should require a release or a joint check for the remaining asphalt to make sure the asphalt bill gets paid by All County so that we don't end up with a lien.

Ms. Hinz Philippi: Well, we can work that out with Jere and Krisen, that's fine. At this point I think we just approve the ratification of the change order pending the approval of the District engineer, so we can do that, and then of course we don't send the bill to Tiziana until they complete the punch list and they send the release of lien if we have one, I don't think we have one, I think we just have the notice.

Mr. Case: And we can ask for one.

Mr. Earlywine: Yes, I think we should have a release.

Mr. Case: Yes.

Mr. Earlywine: Because if we pay All County and they doesn't pay the supplier then we don't want that.

Ms. Hinz Philippi: Yes, and we can work this out between Juan and ourselves and we don't tell Tiziana to pay until we get everything.

Mr. Case: Right, ok.

Mr. Alvarez: And there's quite a bit of information in those reports I sent you but, I think it's very good evidence that the job was done.

Ms. Hinz Philippi: Ok, so we can go to the approval and ratification of the change order, and we can approve that subject to the engineer's final approval.

Mr. Frien: Approving the change order is in order because the material was used, that's separate from payment, we're just going to approve the change order at this point which we should approve.

Mr. Earlywine: Yes sir.

Ms. Hinz Philippi: Yes.

Mr. Frien: So, I'll make a motion that we approve the change for the additional asphalt.

On MOTION by Mr. Frien seconded by Mr. Case with all in favor, approving and ratifying Change Order #003 with All County Pavement Management subject to approval from the District Engineer was approved.

Mr. Alvarez: And excuse me Andressa, that's all I have to report, and I don't know if you have anything else you want me to present, or if I can just leave the meeting, or if you want me to wait?

Ms. Hinz Philippi: Do you guys have any other questions for the engineer?

Mr. Frien: I don't know if there's anything on the rules or traffic?

Mr. Earlywine: Maybe hang around while we talk about traffic, do you want to do that next Andressa?

Ms. Hinz Philippi: Yes, the rules are next.

SEVENTH ORDER OF BUSINESS Discussion of:

A. Rules

Ms. Hinz Philippi: So, we're just going to go over the rules, and so they just want you to stay a little bit more Juan.

Mr. Alvarez: Ok.

Ms. Mood: So, we'll do traffic enforcement first, so we have a draft traffic enforcement agreement and I don't know if all of the rules made it into your agenda but, we have to do the notice of public hearing, right, to bring it back?

Mr. Earlywine: So what kind of rules are you talking about?

Ms. Mood: So right now we're talking about parking enforcement rules over CDD roads, and that would also come with a traffic enforcement agreement with the city to do enforcement on those roads. So, that would require, Juan, for you to give us a certification that the roads in compliance with all of the state and city code and the manual on uniform traffic that all the roads are in compliance with all those rules and then we can have the city do some parking enforcement on the roads and get some towing going. The second one is an updated rules of procedures.

Mr. Earlywine: And before you get to that, is anyone following what we're doing on the parking enforcement? So the idea is there's a couple of ways you can enforce your parking, you can do towing on demand, like when you pick up the phone and call them, you could do roam towing, you could with this traffic enforcement agreement the idea is that will allow the city to come on to your roads and they'll write tickets, that gives them authorization to do it, whether they actually drive through or not is a different thing, you can also hire off duty officers as part of that, that's your third enforcement mechanism, and the fourth thing is to actually put a fine on a car through the CDD, like the CDD could actually fine a person too. So, those are the things set up in the rules, do you guys have any questions about that?

Mr. Fien: Well, the approved signage need to be in place.

Mr. Earlywine: For the traffic enforcement that's exactly right, and that's what she's talking about.

Mr. Fien: Yes, so he'd have to sign off on that, so we were getting bids together for that.

A resident: Excuse me, I do have a question, can you hear me?

Mr. Earlywine: Yes.

Ms. Hinz Philippi: I'm sorry, the Board is discussing this now, and we're going to have questions at the end of the meeting so the public can ask questions then.

A resident: Ok, and I apologize for interrupting, since the Board is going to take a vote on this item, how are the residents going to be able to say what we feel before the Board makes a decision on the item?

Ms. Hinz Philippi: This is not going to be decided today because we have to advertise the rules and we're going to come back in a public hearing to vote on that, so we're just explaining and letting the Board know what we are thinking.

A resident: Understood, thank you.

Ms. Hinz Philippi: No problem.

Mr. Earlywine: And there will be further opportunity for audience comments later in the meeting to bring it back up today as well, if you'd like.

A resident: Ok.

Mr. Fien: And I just know that was something we need to resolve, and the stop signs falling over and the missing signs, the speed limit has to be fixed, and it's all going to be DOT signs so the sheriff's department can patrol.

Mr. Hans: Yes, and the signs that we missing have been ordered and they should be received relatively soon as well.

Mr. Fien: Ok, and then once we fulfill that order we're going to be in compliance?

Mr. Hans: Juan is going to check on that.

Ms. Hinz Philippi: Yes, Juan needs to check that for us.

Mr. Alvarez: Andressa, I have a comment about the signs that the Board needs to be up to standard, well, what I can only say is that the roads are in accordance with the approval that was given by the Board. That they are in accordance with the approved set of plans of that date. (inaudible comment)

Ms. Hinz Philippi: Yes, and basically Juan we need you guys to go out and make sure we are up to standards, if not, we have to order signs or do whatever we need to do to bring them up to standards, so we can get traffic enforcement to come and add patrol.

Mr. Alvarez: That's what I'm saying, and I just wanted to make that statement.

Ms. Hinz Philippi: Ok.

Ms. Mood: Ok, and if it's a process, that's alright, then we'll make this a process too and we can get the form of the agreement and approved and hold on to it until the District roads are in compliance, that's the traffic portion. So, the rules of procedure, just an update to bring everything in line with Florida Statutes and to be to our liking there was one modification to what ended up in your agenda package that we attempting republishing but, it looks like the old version is still in there but, we'll make sure the one that we adopt on the day of the hearing is the correct one but, those are in there if you have any

questions on those, I'd be happy to answer them, and I think we have Jere for a couple more minutes before he has to go.

Mr. Earlywine: Yes, you do.

Ms. Hinz Philippi: I think Juan is good to go, right?

Mr. Earlywine: Yes, Juan, we just needed you for the traffic thing, so if you need to go, and have you sent him the signage certification already?

Ms. Mood: I have not but, I'll send him one.

Mr. Earlywine: Ok, so Juan, are you following that, you do the sign study after the new signs are installed and then you'll just certify that everything is compliant, we should be able to get that agreement in place. It usually takes about 60 or so days to get through the city process.

Mr. Alvarez: Alright, ok.

Mr. Earlywine: Perfect, thank you Juan.

Ms. Hinz Philippi: Thank you Juan.

Mr. Alvarez: Thank you everyone, I'll see you next time.

Ms. Mood: Thank you.

Ms. Hinz Philippi: So, under the rules I do have some comments but, we can work that out later.

Mr. Earlywine: And the rules essentially consist of three sections, there's one that just deals with your administration of your Board meetings, there's a set that deals with rulemaking itself, and then the final one really deals with procurement and that sort of fills in the gap that are missing in the Statutes.

Ms. Hinz Philippi: And I have some basic comments, one was the number to contact in an emergency, it was wrong so that needs to be corrected.

Ms. Mood: And we'll make sure we get that corrected.

Ms. Hinz Philippi: The other thing, or two other points, one I want to be very specific on the music at the pool.

Ms. Mood: Ok, you're talking about the amenity rules.

Ms. Hinz Philippi: Yes.

Ms. Mood: Ok, you're moving a little bit ahead of me.

Mr. Earlywine: Right, you were talking about the procedural rules.

Ms. Mood: Yes.

Ms. Hinz Philippi: Ok, and I was on the clubhouse rules.

Ms. Mood: Ok.

Ms. Hinz Philippi: And then I wanted to also make specific that, like couples cannot be intimate at the pool, and things like that at our facility, or on any District property.

Ms. Moods: Ok, we can include that.

Ms. Hinz Philippi: Because if you don't have it in the rules, they say it's not in the rules, so we really need to be specific with that.

Ms. Mood: Ok, wonderful, we can do that. The last rule we haven't discussed yet is the common area and pond enforcement rule, the trespass rule. I don't know if you want to discuss that one in detail.

Mr. Earlywine: Yes, you may want to talk about it just in terms of does it allow fishing, for example, and things like that.

Ms. Mood: Ok, it does not allow fishing, no swimming, boating or other use of the ponds except as authorized by District staff and contractors to keep them in working order. Pets need to be accompanied, no littering.

Ms. Hinz Philippi: I think you skipped that fishing is allowed if it's catch and release.

Mr. Earlywine: Do you all typically allow catch and release, is that what you want?

Mr. Fien: I would hate to stop fishing in the pond, I live there, so I think this should probably need to stay there, because I don't know did we stock the fish that are in the pond?

Ms. Hinz Philippi: Yes, we did stock the fish.

Mr. Fien: So, we're paying to stock them you can't take them home.

Mr. Earlywine: There's privacy concerns sometimes too.

Ms. Mood: So catch and release is the way to go?

Mr. Earlywine: No, they want no fishing, you got it right the first time.

Ms. Mood: Ok.

Ms. Hinz Philippi: So, just remove that part.

Ms. Mood: Got it, absolutely. I think that's it for the pond, and common areas. If there are any other areas we should address, I'm happy to do that too, but I think that gets us to the end of the rules unless there are other questions.

Ms. Hinz Philippi: Alright, and you guys can later take a look and make comments and send those to us, and we can work on that.

B. Procedures for the General Election

Ms. Hinz Philippi: Alright, so the next item would be procedures for the general election. We're going to have two seats up for the general election in November, 2026, seat #2 that is Robert Frien, and seat #1 that is Colton Case, so those two seats are up for election. The qualifying time for those seat is at 12:00 noon on June 8, 2026, and will be until 12:00 noon, June 12, 2026. So, this is the qualifying period, you have to go the Supervisor of Elections, to qualify you need to be of course older than 21 years of age, and then you have to be a registered voter in the District, and that's it, there's not many qualifications for that.

Mr. Earlywine: And there's two types of elections we're doing this year, so the first one is the one that she's talking about, it's a qualified elector where it's going to show up on the ballot in November. If you want to qualify for those seats, there's two of them, you go to the Supervisor of Elections office from June 8th to June 12th, and they will literally walk you through it, if you sit with them they'll tell you exactly what you need to fill out and that kind of thing. If you're running unopposed it's super easy, if you're opposed and you really get into a big fight you can have a campaign fund and all that sort of thing, you can go crazy with it but, those are the two qualified elector seats. There's also a third landowners election seat which will be held actually through the District meeting, just like a meeting like this one, and we'll announce that at the July meeting with instructions and things like that.

Ms. Hinz Philippi: Yes.

Mr. Earlywine: And that's a little bit different but, this one obviously the voters, in a landowners election, the landowners actually vote for that seat and you have to bring evidence of your ownership and things like that to the meeting to cast your vote, and there's a proxy process and things like that but, we'll talk about that more in July.

Ms. Hinz Philippi: Correct, and that's going to be seat #4.

Mr. Earlywine: Yes, seat #4.

Ms. Hinz Philippi: Alright, so that's about it for the qualifying period of the seat #1 and #2, and also when you go to qualify basically you have to make sure you put the right seat # so you're not running for the wrong one, if you want to run unopposed.

Mr. Frien: Colton as seat #1.

Ms. Hinz Philippi: Yes, and you are seat #2.

Mr. Earlywine: Right, I think you're both in the qualified electors seats.

Ms. Hinz Philippi: Yes.

EIGHTH ORDER OF BUSINESS Staff Reports

Ms. Hinz Philippi: Alright, so we got through the procedures, and the next item would be staff reports, Jere do you have anything for us?

A. Attorney

Mr. Earlywine: Well, first off I just wanted, and I think this is our first meeting that we've been here live, I think the last one was when we got selected so we appreciate the chance to meet you guys, we appreciate the chance to work with you. This is Kristen Mood from my office, she works with me and we just wanted to come down and say hello and that kind of thing. So, we're really grateful to be here and happy to answer any questions you all may have.

Mr. Frein: Thank you, I appreciate it.

B. Engineer

Ms. Hinz Philippi: Then Juan already gave his report for us.

C. Field Manager – Monthly Report

Ms. Hinz Philippi: Matt, do you have anything?

Mr. Hans: So, we do have something that we're bringing to the meeting today, right now we're dealing with some electrical issues with the pool pump stuff. At a previous meeting we had approved a quote to run fresh wire out there, and it turns out our conduit was crushed, so we weren't able to pull fresh wire through. Right now we are trying a different method and at the moment it's much cheaper but, we're not entirely sure if it's going to work, so what we brought to the meeting is a proposal here for directional boring to go under the building and across, and we're looking for a not to exceed amount of \$8,050 pending the work that we're conducting that will work essentially so we at least have a backup plan with fresh conduit.

Mr. Case: So, let me get this right, you have an electrical panel at the pool equipment and the only way to get to it is to bore under the clubhouse?

Mr. Hans: Essentially, yes it's the most efficient way for us to go about it, and we're talking with the companies. Right now we are trying a different upgrade on the panel which is \$800 essentially is what we're using right now and if that doesn't work, this would be our only option essentially. So, we're hoping that the much cheaper option works but, if it doesn't we don't want to be stuck waiting until July to bring this back to everybody.

Mr. Case: Right, we can't have the pool shut down again.

Mr. Hans: Exactly, and the pumps are working perfectly fine, this is only affecting the heaters, when the heaters kick on we're drawing too much power and it trips the breaker. Right now we're upgrading the panel, we're increasing the breaker size on the main panel but, we don't have wiring we can only increase it to 125 amps, and we might need 150 amps, we've had different opinions from different electricians on this item.

Mr. Case: Yes, that's exactly what I was going to bring up because I think we should have some kind of contingency that we get a second opinion.

Mr. Hans: Yes, so we've met now in total 4 different electrical companies, all of them said something slightly different, and that's why we're trying to upgrade the breaker to 125 amps first, and if that doesn't work then our options are limited.

Mr. Case: Is this the new pool heaters that we installed recently?

Mr. Hans: These are the two new pool heaters that we installed and the reason why this is an issue is because previously before GMS had taken over management when USA Pools was taking care of the pool, they had done some shotty work essentially and they put a 7.5 horsepower impeller on a 10 horsepower pump to make the pump draw less power so everything worked properly. Last summer when we were having issues, and we had to correct stuff at a low rate to be at the correct rate for the filters to be working, we had to swap out that impellor for a 10 horsepower impellor and when we did that, the pump starting drawing more power and that's essentially how that happened. There's no way to control the power gauge on it, so it wasn't drawing the same amount of amps because it wasn't using the same amount of power with the 7.5 horsepower impellor, so now when the heaters kick on they each kick on at 35 amps a piece, so it's drawing a lot of power all at once because that pump never stops running, so that's kind of what our issue is there. It was jerry rigged to work before to work with the previous heaters and once we had our issues we had to undo the jerry rigg that they had done.

Mr. Case: Ok, so this is for the pool heater pipe then, this isn't for the wiring.

Mr. Hans: Correct, and we still have that \$4,000 proposal that we approved at the last meeting, that would be going hand in hand with this boring proposal.

Mr. Case: Ok, so I think we need to definitely consider it.

Ms. Hinz Philippi: So, it could be like a not to exceed and then he can try to get something else.

Mr. Hans: Yes, that's what I would be looking for, there are a few other options that we can do and we're talking to other companies about their ideas but, if we could get the not to exceed on this \$8,050 so we at least have this in place, and then if we can find a better deal or a better contractor, we'll definitely do that as well because we are still exploring additional options but, hopefully the 125 amp breaker will provide us enough power and we'll be good to go.

Mr. Case: Ok, I'll make a motion to approve the boring estimate contingent on the electrician had to go this route and it's his recommendation at a not to exceed for \$8,050.

On MOTION by Mr. Case seconded by Ms. DeRosa with all in favor, accepting the proposal for directional boring not to exceed \$8,050 subject to the electrician's approval and recommendation was approved.

Mr. Earlywine: And guys, I've got another meeting that I also have to run to but, if you would give me a quick call, I just want to touch base on some of the project completion transfer stuff and if you guys have questions about Atmos, like I know Todd Mosley is the president of the company so just shoot me an email or something and I'll get you guys in touch with him. Thank you guys.

Ms. Hinz Philippi: Alright.

Mr. Hans: And if you have any questions on the field manager report as well I can answer those and I'll email that together for us.

Mr. Case: So you've been helping out with the ponds and everything.

Mr. Hans: No, that's Jason, he's our new day to day guy over at Waterstone.

Ms. Hinz Philippi: He's the field manager, and he was training with Matt so now we are transitioning him to Waterstone.

Mr. Case: Ok.

Ms. Hinz Philippi: And Eddy and Nick are constantly there.

Mr. Case: Will Eddy be doing the Wednesday afternoons for the key FOBs?

Mr. Hans: Yes, he's there Wednesday afternoons, and he's there pretty much every day right now, he's working out of there.

Mr. Frien: So, with the rain I noticed the grass is starting to look a lot better out there, it's starting to green out, have we fertilized common areas and stuff recently?

Mr. Hans: I'll check on that they should have, we're on a quarterly schedule.

Mr. Frien: Because we're in a good time right now to get good strong roots system in the grass.

Mr. Hans: Right.

Ms. Hinz Philippi: Where are we with the three bids?

Mr. Hans: That was the other thing, so I have proposals for removing the plants that were damaged by the freeze, and the proposals we have to bring are from our current landscaper, Florida Exotic, and they gave us two separate proposals, one for \$4,000 for removing all the shrubbery, and they had another one for \$5,000 for removing seagrapes, the clusia hedges, and the other stuff that had died. We didn't get any proposals for replanting from them just yet because we do have to kind of essentially redesign everything with the landscaping and I want to work with Greenland for that because they can give us much better pricing for install.

Mr. Case: Yes, definitely.

Mr. Hans: So, we're looking for a not to exceed for \$9,000 for removal, with that we'd be working with Greenland as well to see if they will give us some better pricing for removal as well.

Mr. Case: Yes, and I don't want to leave the eyesore of the dead clusia and stuff around the swimming pool area but, I also don't want to create a bigger one by removing them and not having an estimate ready to go for replacement of the plants. So, I think we need to weigh that.

Mr. Hans: Ok, so we can table that then.

Ms. Hinz Philippi: Just table and bring it back.

Mr. Case: Yes, because if we start ripping things apart, I know that it's brown and stuff right now but, if we start ripping things apart and we don't have a plan to put it back together it just looks bad.

Ms. Hinz Philippi: It looks bad but then it's going to look worse.

Mr. Case: Right, so I do just feel like we need to have the full plan in place.

Mr. Hans: Ok.

Ms. Hinz Philippi: Yes, and I do think they can always also think about the design, like what would be the best scenario.

Mr. Hans: Yes.

Mr. Case: I'm trying to think, there was another company, and I'll send you the info, that I just got some good pricing from Adams that's even better than Greenland, and I'll forward you the info just so you have it.

Mr. Hans; Yes, I would appreciate it.

Mr. Case: Ok.

Ms. Hinz Philippi: Alright, so we will bring that back for the freeze with a whole plan for the landscape.

Mr. Case: Right, because we pull them out and then what, you put mulch down, and then make it look better temporarily, and then put that back out and you start spinning your wheels.

Mr. Hans: Right, and so we can definitely wait because I agree.

Ms. Hinz Philippi: Alright.

D. Manager

Ms. Hinz Philippi: The next item would be manager, I don't have anything to report at this moment.

NINTH ORDER OF BUSINESS

Financial Statements

A. Approval of Check Run Summary

B. Approval of Unaudited Financials

Ms. Hinz Philippi: Ok, so then we got to the financial statements, tab A is the approval of the check run summary, and tab B is approval of the unaudited financials. If you have any questions I can take those, if not, a motion to approve would be in order.

Ms. Mood: Did we get a motion or direction to advertise the public hearing for our rulemaking? I don't think you did.

Ms. Hinz Philippi: No, I don't think we did.

Ms. Mood: It might be a good idea, just for direction for us to go ahead and advertise our public hearing for the rules.

Ms. Hinz Philippi: Yes,

Ms. Mood: You can handle your financial statements first.

Mr. Case: And we would advertise that at the clubhouse?

Mr. Hans: Yes, the same thing we do here, it would be a regular meeting we just have to advertise ahead of time that it's a rules meeting.

Ms. Hinz Philippi: Right.

Ms. Mood: And put it in the paper twice, at least 35 days in advance of the meeting, so I'd recommend that we set the hearing for June probably just to make sure we give ourselves time.

Ms. Hinz Philippi: We did set up the public hearing for July 9th, so we could time it for that.

Ms. Mood: Great and we can combine those notices too, that's great, it saves a little bit of money.

Ms. Hinz Philippi: Yes. Ok, so let's just finish this one because I'm in the middle of the vote, so we have the financial statements, tab A and tab B. I need a motion to approve.

On MOTION by Mr. Frien seconded by Mr. Case with all in favor, the Check Run Summary and the Unaudited Financials were approved.

Ms. Hinz Philippi: Ok, so let's go back to the rules, we need direction.

Ms. Mood: Yes, it would be direction to set and advertise the public hearing for rulemaking for July 9th in this room at 11:00 a.m. or soon thereafter as the budget hearing is completed.

On MOTION by Mr. Frien seconded by Mr. Case with all in favor, authorizing staff to advertise a Public Hearing for Rulemaking on July 9, 2026 at 11:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida was approved.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Hinz Philippi: Alright, are there any Supervisor's requests at this time? Not hearing any, now is the time for audience comments, do we have any audience comment?

A resident: I have a couple of things, so we were at the February meeting and they talked about getting the pool fixed, and the exit arm to be put up, we've been here for a little over a year and the pool has not been heated any time that we've been able to go there, so I really don't understand why it takes so long to get the pool situated so that it works properly. The same with the exit gate, in February they said that the transponders were going to be, first it was January, then it was March, then it was April.

Mr. Hans: So, I can answer that one, well I'll start with the pool. You heard me explain what we had going on with the pool, a lot of it is we do have to bring it back to the meeting to get some of this stuff approved, and what we had approved that plan did not work, so that is why it does take time for those. As far as the gate, we did approve a change order at the last meeting, and we were waiting for the road work to be completed, they should be out in the next 2 to 3 weeks to start working on that side of the gate. Eddy is going to be conducting distribution of the transponders, at the same time that's going on essentially would be the plan. We were waiting until we had everything in place before we starting passing out transponders and stuff on that as well. We were going through the process of training Eddy as well, so it was time consuming, we did not have the time to do all of that and managing the property.

A resident: And we're not permanent residents, we're snowbirds, so we're only here for a specific amount of time, like 6 months out of the year, and so we said ok we'll be here to get our transponder and then use the pool and do all of this and now we're going home next month.

Ms. Hinz Phillippi: And transponders, I think Eddy is going to start like next week he can start the distribution, so that's going to be taken care of and we were waiting to install the gate after the second lift because that makes sense so they have that done before, so that's already in motion to be done. So, probably within the next month that part of your concern is going to be solved.

A resident: But this again comes down to lack of communication, we're not getting the updates about the transponders, about the pool, we're not getting it, and I know you all

may be communicating it to the HOA but, the HOA is making you all look bad because they're not giving it to us, I didn't see the email.

Ms. DeRosa: Well, I saw the email about the pool, it was notified that the pool was not in working condition, so I got one through my email.

Mr. Hans: And she said two weeks after Eddy had sent to her, that was the issue.

A resident: I got my update from Ed when I saw him in person.

Mr. Hans: Right, and this was an extremely long delay.

A resident: So, we should be getting them, if the pool is going to be down, we should all be getting it within 12 hours, within 24 hours max, we're not getting it and that's a poor reflection on you all because of the HOA, and that's where your fight is with the HOA, that needs to be taken care of.

A resident: Well even the community, we've been there for a year and we haven't be able to use the pool for a year.

A resident: Right.

Mr. Case: She either needs more time.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: I appreciate that she's busy, I appreciate that, however, lack of communication is worse, I mean there's nothing.

Mr. Hans: We definitely expressed that to her on our end that our stuff needs to go out in a timely fashion, and we've been trying to work on that with them.

A resident: And who does she report to? Who is her boss?

Mr. Fien: At this time Mosley is her boss, and he was saying that he does have a relationship with Todd, and he wanted to send an email on what your experience was, and we can try to see if he can get with Todd. I also could send Todd an email just making him aware of the delay. You know I've had my own communication issues with Katlin as well, and it may be that she needs to be replaced, or it may just be that she just needs to have more time allowed to do her job.

A resident: Well, something needs to change.

A resident: And there was a blog, you might remember, there's a couple that got thrown out, or got evicted, they were living in a school bus in front of the house with curtains.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Hans: They parked it at the clubhouse a few times and I had tried to tow them and they ran away the second I went out there to put a sticker on there.

Mr. Frien: Is that before the gate or after the gate, do we know? Does the gate help with some of that stuff?

Mr. Hans: No, we'll put the gate down at the end of the day.

Mr. Case: Ok, because of the transponders, so we were leaving it open until 6:00 p.m.

Mr. Hans: Yes, for sales purposes but, we had them start closing the gates because there's no exit lane because people were just driving through the exit lane or the back as well.

A resident: And I was just going to make the comment that you're still selling houses and what do you do when you go to buy a house, you talk to the neighbors, and the neighbors have nothing good to say about the community, so it's in everybody's best interest, including ours because we live there to get these situations fixed.

Ms. Hinz Philippi: Ok, does anyone else have any comments?

A resident: Just a couple of things, and first I wanted to thank you guys for basically putting a prohibition on the fishing, there's been a lot of issues in the neighborhood with kids cutting through people's yards to go out and fish, and I don't know what they think they're going catch in that because I'm a fisherman too and that's probably the last place I'd want to go fishing but, I think that it is encroaching on everybody's rights with kids cutting through just to go fishing. The second thing, the trash, in one of my former lives I was in property management and construction, when a building is being built there's a dumpster onsite, there's inevitably going to be a lot of trash flow, and there's going to be people taking advantage of open dumpster. I don't know what you guys do about it, but previously we always had a provision that any dumpsters, preferably a 30 yard, we'd cover it up at night and put a padlock on it and then superintendent shows up the next morning unlocks it and flips it open.

Mr. Case: Right, and we're not going to do that, we may put signs up, we may go ahead and get the sheriff's department involved and start pressing charges on people for dumping.

A resident: I think you should because I know when there was a house under construction, two houses down from mine, everybody in the neighborhood that couldn't get their stuff in their trash wagon, they were dumping everything in there, and everything was blowing over on my lawn, and I wasn't happy about it, and again, I know you guys have procedures here, but what we used to do was cover it up, lock it up, and nobody could put anything in it.

Mr. Case: And it's not a victimless crime either because Adams Homes is paying by weight for all that garbage, they're paying for the cleanout and it just continues to happen.

A resident: I know the same thing with us.

Mr. Case: So, I do think it helps that we have the trash cans for the clubhouse because a lot of that stuff I actually had mail blowing all over the place on day, and I picked up a piece of mail, and I looked at the address, and politely, no confrontational, knocked on the lady's door and asked her if she could please stop dumping in our dumpsters because I had her address right there on her piece of mail, and she just said, we were up at the clubhouse and we look through our mail at the clubhouse. So, I said to myself, they're dumping it at the clubhouse, and then the clubhouse is dumping it in Adams dumpster, and then Adams is paying for the pickup, they're paying for the cleanup, so I think that will help with some of that stuff but, there's all kinds of stuff that gets put in the dumpsters. When we go to clean up the construction debris that being referenced as blowing in the lake, the only thing that we find that's actually construction debris is shingle bags, and roofing underlayment, it's about 1 of every 10 pieces of garbage that we pick up is actually Adams garbage, and we pay thousands of dollars pretty regularly to do that. The CDD takes care of around the lakes and we've kind of been doing it as a joint effort. I'll go ahead and set up some bushhogging and some garbage pickup for the neighborhood, and we'll try to maybe do a sweep through and get some stuff cleaned up, I'm sure you're working on the lakes and stuff.

Mr. Hans: Yes, we have Nick going around those lakes pretty much every day trying to pick up as much as he can as well.

Mr. Case: Right, so it can be challenging but we'll make a run at it and do some cleanup.

A resident: And I just have one more real quick thing, on the secondary access, that construction access, what's ultimately the plan for that once everything is built out? Is that going to be maintained?

A resident: Well, that's DOT design, once the construction is completed, it should be for emergency.

Ms. Hinz Phillippi: It's just an emergency exit.

A resident: Ok, so they're going to keep that for fire and rescue.

Ms. Hinz Phillippi: Yes.

Mr. Case: It would be a one way exit is what we have planned for it, it doesn't have the turning lane that DOT requires. DOT basically called and said, block that off, they shut it and took the sign down and shut it, and they were talking about fining us and all kinds of stuff for using it as an entrance. Anyway, we explained the situation and they went back on it, but that's the reason it cannot become an entrance because there's no turning lane, it's a traffic safety issue but, I think it's going to be an egress exit. We talked about, we're doing another lift of asphalt before we paint lines, and get all that situated.

Mr. Hans: So, that area back there it already had a second lift.

Mr. Case: Just that section, yes.

Mr. Hans: Right, and that section could be painted at any point essentially. Juan had suggested repaving it but, that was a year after we had it paved, I think they were a little confused when they were checking that area but, we had that area paved in 2022 is when it got paved so, it's fresh asphalt in good condition.

Mr. Case: So, when we get the transponders out, do we have a plan for a gate arm there?

Mr. Hans: So, what we discussed at the time when we approved the gate was that Adams, your superintendent would be locking that construction gate upon exit, and then once construction was finished and it turned over to the homeowners and everything, that was an emergency exit/entrance for the fire department so it would be permanently locked, unless the fire department or the police department is using it is how it was explained to us.

Ms. Hinz Phillippi: Yes.

Mr. Case: Right, and I do believe there was some things we were looking into there, if it was in the initial planning, if it was required for egress as a second exit in case

there's like ever a fire at the main entry or something like that, so we'll have to consider that.

Mr. Hans: Right, and we'll have to check with Juan, because it was be Juan's responsibility but I do believe when he explained it previously to us that what he said, it would be turned over as an emergency entry/exit for the emergency services.

A resident: I have a question, if there is more than 100 homes in a community, isn't it by Florida Law that you have to have two in and outs?

A resident: There's no statute on that, it must have an ingress and egress.

A resident: But I'm just saying, isn't there one in Florida, I thought I read that, maybe I'm wrong, maybe I read it wrong but, I thought if you have more than 100 homes in a community by Florida State Law, you have to have two, not just one but two.

Mr. Case: I can tell you can answer that question is Corey Benton, with St. Lucie County, if you call St. Lucie County, and ask for plans, there's a guy Corey Benton there that is very knowledgeable on these things and he may be able to answer that but, to our understanding it's one, and ultimately the county is reviewing the whole development plan and they're checking for all of that, it goes through fire marshal approval, and the fire marshal would be another person possibly that you could contact.

Ms. Hinz Philippi: Yes, but they wouldn't have approved the whole development.

A resident: And maybe I read it wrong, I apologize if I did read it wrong, but I'll definitely go back and speak to that gentleman like you said and find out. So, I just had a couple of things for the residents around me, I brought it up to Eddy and he said he was going to talk to Matt about it was the Waterstone sign in the front, they're both still broken if you look at them, and residents are constantly bothering me about that.

Mr. De La Rosa: I get with Matt on that.

A resident: Ok, and there was a light, you fixed one light but the other light is still out on the other side.

Mr. Case: Is that a FPL light?

Mr. Hans: No, it's the Waterstone entrance sign, and Veterans Air & Electric had fixed it, and it went down, they were supposed to fix it when they come back out to do the pool stuff but, I guess they didn't fix it that day so we'll get them back out and have that corrected.

Mr. Frien: And we had talked about adding some color to the entry plants, and we approved that after the freeze damage.

Mr. Hans: Right because we had stuff that was previously approved but, putting the previously approved plants in now would just look extremely silly but we're still filling in gaps, freshening up certain stuff.

Mr. Frien: Ok.

A resident: And you basically just answered my next question which was, people are asking questions about freshening it up, there were like a couple of palm trees, and a lot of it is like the older style palms trees, and stuff like that to make it look more modern.

Mr. Hans: Yes, and we'll be working on a new landscape plan for the area, we lost almost all of our plants in some sections, so we'll start fresh.

A resident: One thing, the white gate or the boxes that are up for the utilities, there's a couple on Waterstone, I mentioned this two months ago, can we get those power washed? Who owns them?

Mr. Hans: The city owns those.

A resident: So can Nick power wash them?

Mr. Hans: Yes, we'll get that taken care of.

A resident: Because specifically I have to look at the back of one of them.

A resident: Well, it's not just that, they actually have like boards screwed on to the gate, and they need to replace that.

A resident: Yes, they need to update them, they need to power wash them or something.

Mr. Hans: And we did have the city come out for it recently because they had two panels that were down, and what they consider acceptable is not what we consider acceptable, so that kind of puts us in an interesting territory.

A resident: And now they added something because we couldn't see anything that was inside that but, now there's something that they've added something and it's at least a foot to two feet.

Mr. Hans: That's a backup generator that they have there, and I don't know what electrical problems they were having but, they put that generator in there. Previously we had an issue with power going out there, and it flooded everything with raw sewage, so I'm

not entirely sure what they had going on electrical-wise or why they need that there, but we can try to find out.

A resident: The other thing, Adams Homes, if you could remind your landscapers to mow the lots that have not been sold especially the one I'm specifically talking about is the one on the corner, it's a sale office right now, and I talked to Eddy about it, it's the model/sales office.

Mr. Hans: It was CDD, and we just got through with the landscaper, there was some confusion on that area but, they should be taking care of that.

A resident: Ok, so yesterday there was somebody mowing it, the whole property, they didn't do the strip between the street and the sidewalk, directly in front of the house, it's on both sides of the driveway, so who owns that property right now?

Mr. Hans: So, the CDD, if you look on the map, this is our area that we maintain, it is right there, if it's in front of the house.

A resident: It would be the homeowner once the house is occupied by someone, but right now it's not.

Mr. Hans: Correct.

A resident: There are weeds this tall on either side of the driveway.

Mr. Case: I'll look at it today.

A resident: Ok.

A resident: Just another thing, and I was talking to Eddy about this, and he was trying to explain it to me but, I feel like there's a little bit of confusion between CDD and property owner. So, I'll give you a perfect example, I'll use 8740 Waterstone Island, based on my fence and my plan when I put up a fence and my property line, I forgot how many inches it was from it. So, me and my neighbor have one of the biggest gaps between houses, so technically the CDD is supposed to be responsible to come and cut that middle grass. Well, based on the conversation that I had with Eddy, I'm responsible.

Mr. Hans: No, that's not correct. You have an easement between your homes, you have 10' wide easement tract between your homes, those we do take care of.

A resident: They've never cut it, I cut it, I can show you my landscaper bill, he charges me an extra \$10 to cut it every week.

Mr. Hans: Got it, so get with Johnny on that Eddy and make sure because I've gone over that area like 3 different times with Johnny as well.

A resident: Well, he doesn't cut my neighbor's either, they do it themselves.

Mr. Hans: Got it.

A resident: And my neighbor across the street on the other side of the guy's house, they cut it as well, it's the same landscaper that does mine, he does the neighbor across the street and the two houses over, he does all of those.

Mr. Case: Yes, we have the villa area too so we probably should check that, you met with them out there Matt?

Mr. Hans: Yes, I've showed them to Johnny multiple times, and the day after I show him and they don't and then their landscapers has been doing it, so I know it's maintained but, I'll get with Johnny on all of those.

Ms. Hinz Philippi: Matt can you marked that with Eddy on the map?

Mr. Hans: Yes.

Ms. Hinz Philippi: And then Eddy, if it's not them, you have to call this guy and tell him to come back and do it, and if they are not doing it and Matt already showed them a couple of times, we're going to bring other proposals in and we're going to change landscapers because if they don't understand what they have to do, we have to take action on it, and I'm tired of this conversation with them, so this is the last warning, and you can tell them that. So, Matt, mark on the map for him and give it to them because then there is no discussion.

Mr. Hans: Yes.

Mr. Case: Well, let's just go ahead and get some more bids.

Mr. Hans: We will, yes because Greenland really wants our contract there, and there's a few others, so we'll contact them.

Ms. Hinz Philippi: Alright, so we're opening the floor if anyone wants to make a comment on the phone.

A resident: I do, I have three comments if you allow me. Can I share a picture that I have, it will have me address my comment, and hopefully many people can see it, are you able to see it now?

Mr. Hans: Yes, we are.

A resident: Ok, thank you. So, first of all, I am a transportation driver, and I sent an email back on September 16, 2025 to Katlin Flowers, and Matt Hans, and we're going through this issue, a lot of people that are coming into our community and making a left a

Montecristo Terrace are going the wrong way, and back in September in my email I said that almost 3 people hit my kid when they were passing by this area, and I would like to propose that you add some type of roundabout sign, this way only sign. There are no signs on the street to tell you to make a right, or only right, and there are a lot of people making that left turn going the wrong way. (inaudible comment) My solution would cost less than \$500, and since I sent this email back in September I would like you to tell me how this is going to be addressed, and memorialize my request today, that is my first question.

Mr. Case: My thought, we need to put signs, I think we could definitely do that.

Mr. Hans: Yes, we can put a sign for that.

Mr. Case: People probably already know it's illegal, people know the traffic law and they're choosing to break it, and it gets back to getting some sheriff's out there and writing tickets and patrolling the neighborhood and getting a DOT signage back up and everything that we're working on but, I wouldn't be opposed to like a right turn only sign or something.

Mr. Hans: Yes, and part of what you're suggesting is added dividers as well.

Ms. Hinz Philippi: Yes, dividers.

Ms. Mood: Before we install additional items, we just need to make sure they're all to code and in compliance.

Mr. Hans: Yes, and we can have our engineer take a look at it.

Mr. Case: So, let's have the engineer look at it and see if we can do anything because we don't want to hinder the process of getting that approved and getting the sheriff to patrol the street.

Mr. Hans: Yes.

A resident: And part of what he's saying too, because we live on Armina there is, where the roundabout is there's a sign that says Montecristo this way, and Armina that way, they need to be switched, we live on Armina but our road sign says Montecristo and I think that's part of what he's saying.

A resident: No, what I'm saying is that people are going the wrong way on my street.

Ms. Hinz Philippi: Ok, so we got that, we're going to work with our engineer on that.

A resident: Ok, thank you, will somebody be able to contact me if you have any questions about it?

Ms. Hinz Philippi: Yes, so they're going to get your email address and give it to Eddy and he's going to contact you once we get something from the engineer.

A resident: Thank you. The next item which is about the north gate, I was going to ask the question if that north entrance is going to be an entrance or an exit but, you already answered that question already which is meant to be an emergency exit only handled by the fire department which is great. The last item is for the traffic infractions, so I noticed that in your item you're drafting a contact with the City of Port St. Lucie, but when we call 911 they said they can't come in to our community.

Ms. Hinz Philippi: Because that's why we have this on our rules, and we're addressing that because they say that is District property and they are not going to come in until we have an agreement with them, and that's why we're doing all these rules and adopting all of that at the public hearing because then once we have that agreement signed they come in to enforce traffic.

A resident: Great, so that's all I have and if you can see in my email, this is what I sent out back in September of last year.

Ms. Hinz Philippi: Ok, we have your information and we have to really move on with our meeting, because we have to go to our next meeting but, do you have any other questions?

A resident: That is it, thank you very much.

Ms. Hinz Philippi: Ok, does anybody else have any comments.

ELVENTH ORDER OF BUSINESS

Adjournment

Ms. Hinz Philippi: Alright, not hearing any, I would just need a motion to adjourn.

On MOTION by Ms. DeRosa seconded by Mr. Case with all in favor, the Meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2026-03

**A RESOLUTION OF THE WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT RESCHEDULING THE PUBLIC
HEARING FOR ADOPTION OF THE DISTRICT'S BUDGET FOR
FISCAL YEAR 2026-2027 PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2024-2025; and

WHEREAS, the Board of Supervisors have approved the proposed budget and submitted such budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

WHEREAS, the Board of Supervisors desires to reschedule the public hearing date;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT:**

1. A public hearing for adoption of the proposed Fiscal Year 2026-2027 Budget is hereby declared and rescheduled for the following date, hour and place:

Date: August 13, 2026

Hour: 11:00 AM

Place: W Executive Suites, LLC

1860 SW Fountainview BLVD, Suite 100

Port Saint Lucie, FL 34986

Notice of public hearing shall be published in accordance with Florida Law.

Passed and Adopted on _____.

Attested By:

Waterstone Community Development District

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

RESOLUTION 2026-04
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Waterstone Community Development District (“**District**”) prior to June 15, 2026, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Waterstone Community Development District for the Fiscal Year Ending September 30, 2027.”

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 13th day of August, 2026.

ATTEST:

**WATERSTONE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Waterstone
Community Development District

Approved Proposed Budget
FY 2027



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9	<u>Assessment Schedule</u>

Waterstone
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
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REVENUES:

Special Assessments - On Roll	\$ 902,805	\$ 907,733	\$ -	\$ 907,733	\$ 902,805
Interest income	25,000	26,100	6,000	32,100	20,000
Clubhouse Income	1,000	4,250	-	4,250	1,000
Carry Forward Surplus	-	583,684	-	583,684	175,001

TOTAL REVENUES	\$ 928,805	\$ 1,521,767	\$ 6,000	\$ 1,527,767	\$ 1,098,806
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EXPENDITURES:

Administrative

Supervisor Fees	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
FICA Taxes	184	-	-	-	184
Engineering	20,000	15,604	4,396	20,000	20,000
Attorney	20,000	15,625	10,000	25,625	20,000
Annual Audit	4,300	4,300	-	4,300	4,400
Assessment Administration	2,120	2,120	-	2,120	2,247
Arbitrage Rebate	550	550	-	550	550
Dissemination Agent	4,000	4,000	-	4,000	4,000
Trustee Fees	7,600	8,697	-	8,697	8,700
Management Fees	45,016	33,762	11,254	45,016	47,717
Information Technology	1,134	851	284	1,134	1,202
Website Maintenance	1,701	1,276	426	1,701	1,803
Telephone	50	-	25	25	50
Postage & Delivery	200	1,346	-	1,346	1,000
Insurance General Liability	9,119	8,121	-	8,121	8,933
Printing & Binding	300	202	98	300	1,000
Legal Advertising	1,000	1,227	1,072	2,299	1,000
Other Current Charges	569	894	300	1,194	850
Office Supplies	50	39	11	50	50
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 120,468	\$ 98,788	\$ 27,866	\$ 126,654	\$ 126,261
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Operations & Maintenance

Field Expenditures

Field Management	\$ 10,000	\$ 7,500	\$ 2,500	\$ 10,000	\$ 10,000
Security Monitoring	-	10,713	10,611	21,325	22,445
Electric Streetlights	45,000	33,437	11,700	45,137	48,000
Electric Pumps/Well/Guardhouse	2,400	1,387	413	1,800	2,400
Landscape Maintenance	197,310	135,608	45,203	180,810	197,310
Tree Service	15,000	16,399	-	16,399	15,000
Lake Maintenance	27,380	20,734	6,911	27,646	27,646
Irrigation Repairs	10,000	3,858	6,142	10,000	10,000
Repairs and Maintenance	10,428	2,481	7,519	10,000	10,000
Street Maintenance	10,000	22,888	-	22,888	10,000

Waterstone
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
<u>Field Expenditures (continued)</u>					
Sign Maintenance	\$ 5,000	\$ 1,100	\$ 3,900	\$ 5,000	\$ 5,000
Gate Maintenance	10,000	-	10,000	10,000	10,000
Fence Maintenance	10,000	-	10,000	10,000	10,000
Preserve Maintenance	10,171	-	-	-	-
Trash Collection	-	1,134	3,402	4,536	3,291
Contingency	5,000	9,358	10,000	19,358	5,000
Capital Outlay	-	115,670	-	115,670	-
Reserves - Roadway Improvements	100,000	238,577	-	238,577	100,000
Reserves	165,000	-	165,000	165,000	165,000
TOTAL FIELD EXPENDITURES	\$ 632,689	\$ 620,844	\$ 293,301	\$ 914,145	\$ 651,092
<u>Recreation Building</u>					
Amenity Management	\$ 8,000	\$ 46,800	\$ 15,600	62,400	\$ 62,400
Security System	8,020	6,227	1,793	8,020	8,020
Security Service	-	30,049	9,263	39,312	39,312
Electric Rec Building	14,800	10,421	3,000	13,421	14,800
Water/Sewer	1,200	4,333	2,000	6,333	3,500
Building Insurance	14,068	13,169	-	13,169	14,486
Pool Maintenance	32,600	20,700	6,900	27,600	27,600
Pool Repair	5,000	11,782	5,000	16,782	10,000
Equipment Maintenance	5,000	420	4,580	5,000	5,000
Janitorial Maintenance	23,400	44,942	21,699	66,641	76,000
Repairs and Maintenance	5,000	5,699	5,000	10,699	10,000
Sporting Courts Maintenance	7,700	3,850	3,850	7,700	7,700
Playground Maintenance	23,200	9,900	3,300	13,200	23,200
R&M Pool Heater/Pump	3,000	-	3,000	3,000	3,000
Pest Control	960	744	240	984	1,320
Licenses, Permits, Fees	300	325	-	325	300
Contingency	8,400	7,382	-	7,382	4,815
Capital Outlay	5,000	-	-	-	-
Reserve	10,000	-	10,000	10,000	10,000
TOTAL RECREATION BUILDING	\$ 175,648	\$ 216,742	\$ 95,225	\$ 311,967	\$ 321,453
TOTAL EXPENDITURES	\$ 928,805	\$ 936,374	\$ 416,392	\$ 1,352,766	\$ 1,098,806
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 585,393	\$ (410,392)	\$ 175,001	\$ -

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	86	\$117,212.00	\$1,362.93	\$1,362.93	\$0.00
Townhomes 40'	90	\$122,663.72	\$1,362.93	\$1,362.93	\$0.00
Single Family 47'	133	\$181,269.72	\$1,362.93	\$1,362.93	\$0.00
Single Family 52'	146	\$198,987.82	\$1,362.93	\$1,362.93	\$0.00
Single Family 62'	168	\$228,972.28	\$1,362.93	\$1,362.93	\$0.00
Single Family 72'	97	\$132,204.23	\$1,362.93	\$1,362.93	\$0.00
Total	720	\$981,309.78			
Gross assessments		\$981,309.78			
Net assessments		\$902,805.00			

Waterstone
Community Development District
Budget Narrative
FY 2027

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year. The assessments are placed on the St Lucie County tax roll.

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Clubhouse Income

Represents income from clubhouse rentals.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Communication - Telephone

New internet and Wi-Fi service for Office.

Waterstone
Community Development District
Budget Narrative
FY 2027

Expenditures - Administrative (continued)

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Field

Field Management

The District has an agreement with CALM II to provide field operation management to the property and its contractors.

Description	Vendor	Amount	Total
Field operations	CALM II	833	10,000

Security Monitoring

The District has an agreement with St Moritz Security Services, Inc. to monitor the entrance.

Description	Vendor	Amount	Total
Licesing monitoring	St Moritz Security	1,621	19,456
Preventative maintenance	St Moritz Security	249	2,989
		1,870	22,445

Electric Streetlights

FPL provides electricity for street 68 lights within the District.

Location	Vendor	Amount	Total
8800 Waterstone Blvd	FPL	4,000	48,000

Electric Pumps/Wells/Guardhouse

FPL provides electricity for the pumps, wells, and guardhouse within the District.

Location	Vendor	Amount	Total
8851 Waterstone Blvd #PMPC	FPL	75	900
8870 Waterstone Blvd # Well2	FPL	33	400
8851 Waterstone Blvd # PMPB	FPL	33	400
8800 Waterstone Blvd # Guard	FPL	58	700
	Total	200	2,400

Waterstone
Community Development District
Budget Narrative
FY 2027

Expenditures – Field (continued)

Landscape Maintenance

The district has currently an agreement with Down to Earth to provide mowing, edging, finishing trimming, clean up, trimming/pruning, weeding and fertilization and irrigation maintenance. Re-mulching and annuals are separate fees.

Description	Vendor	Amount	Total
Mowing monthly	Down to Earth	15,068	180,810
Mulch	Down to Earth	9,000	9,000
Annuals	Down to Earth	7,500	7,500
	Total		197,310

Tree Service

The district is currently contracting Down to Earth. to trim once per year 180 Palm and 55 Oak trees.

Lake Maintenance

Represents the maintenance of the (14) fourteen lakes within the District. The district has currently an agreement with Solitude Lakes Management to provide aquatic weed control. Includes 3% increase.

Description	Vendor	Amount	Total
Aquatic control	Solitude Lakes Mgmt.	2,304	27,646

Irrigation Repairs

Represents the repair of the irrigation system within the District.

Repairs & Maintenance

Represents any expenditures such as repairs and maintenance the District may need to make during the Fiscal Year.

Street Maintenance

Represents the maintenance of the streets within the District.

Sign Maintenance

Represents estimated cost for repairing or replacing street and amenities signage.

Gate Maintenance

Represents the maintenance of the gates within the District.

Fence Maintenance

Represents the maintenance of the fences within the District.

Preserve Maintenance

Represents protection costs of wetlands, waterways, and preserves within the District. Currently has an agreement with Solitude Lake Management to provide control of nuisance & exotic within 3 ea. located within projected area for a monthly fee \$950. The district will stock the lakes with fish with additional cost.

Trash Collection

The District has a service agreement with Waste Pro to collect trash one a week for 2 dumpster.

Description	Vendor	Amount	Total
2 Dumpster	Waste Pro	91	1,097
4 Dumpsters	Waste Pro	183	2,194
	Total		3,291

Contingency

Represents any additional expenditures that are not mentioned above.

Preserves-Roadways Improvements

Represents improvements to the district roadways

Reserves

Building reserves for future improvements.

Waterstone

Community Development District

Budget Narrative

FY 2027

Expenditures – Recreational Building

Amenity Management

The District has an agreement with CALM to provide field operation management to the Amenity.

Description	Vendor	Amount	Total
Amenity Management	CALM	5,200	62,400

Security System

The district has a contract with Pye Barker to provide inspection and maintenance of the fire sprinkler system and cell charges at the recreational building and monitor the pickelball and tennis courts.

Description	Vendor	Quarterly	Total
Burg Monitoring Radio/Acess	PYE Barker Fire	232	926
PDK cloud service Pickelball/tennis	PYE Barker Fire	48	192
Fobs	PYE Barker Fire		4,400
Contingency	PYE Barker Fire		2,502
		Total	8,020

Security Service

The district has a contract with All Florida Security Services to provide safeguarding repsonsibilites but not limited to maintain a visible presence at the pool entrance, fence-line and clubhouse to deter unwanted behavior

Description	Vendor	weekly	Total
3 days for 8 - 10 hours	All Florida Security	756	39,312

Electric Rec Building

FPL provides electricity for the recreational building and playground light and pump.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	FPL	1,033	12,400
8851 Waterstone Blvd# Pump B	FPL	200	2,400
		Total	14,800

Water/Sewer

Represents Water and Sewer services provided by St. Lucie County Utilities.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	St Lucie County	292	3,500

Building Insurance

The District will bind Property Insurance with a firm that specializes in providing insurance coverage to governmental agencies.

Pool Maintenance

The district has a contract with Sandy Gordon to provide test water each visit for cloring, calcium hardness, vacuum brush interior floors and walls, clean interior walls, skim water surface, clean pump strainer, backwash filter system as needed, provide chemicals.

Description	Vendor	Amount	Total
Pool Maintenance	Sandy Gordon	2,300	27,600

Pool Repair

The district has a contract with Sandy Gordon to maintain and repair pool.

Description	Vendor	Amount	Total
Pool Repair	Sandy Gordon	-	10,000

Equipment Maintenance

The district has a contract with T.C.A Fitness Service providing preventive maintenance and repairs to the recreational equipment's.

Waterstone
Community Development District
Budget Narrative
FY 2027

Expenditures – Recreational Building (continued)

Janitorial Maintenance

The district has a contract with CALM to provide cleaning of the recreational building 4 days per week. Cleaning clubhouse, bathrooms, floors, glass doors, empty trash, disinfect tables, chairs, vacuum carpeted areas, clean non exterior windows. \$75 per hour.

Description	Vendor	Amount	Total
Clubhouse cleaning	CALM	6,333	76,000

Sporting Courts Maintenance

The District contracted Hanna Painting Pluss LLC to pressure wash and repairs of basketball, tennis courts within the District.

Description	Vendor	Semi-annual	Total
Pressure wash	Hanna	3,850	7,700

Playground Maintenance

The district has currently a contract with Hanna Painting Plus LLC to pressure wash playground, benches & picnic tables, concrete slab under tables, mailbox structure, clubhouse, and pool deck/walkway pavers.

Description	Vendor	Quarterly	Total
Pressure wash quarterly	Hanna	3,300	13,200
Mulch	Down to Earth	10,000	10,000
		Total	23,200

R&M Pool Heating /Pump

Repairs and maintenance to pool heater and pump.

Pest Control

The district has an agreement with Reynolds Pest Management to provide pest control for ants, roaches, and spiders.

Description	Vendor	Amount	Total
Pest Control	Reynolds Pest Mgmt.	110	1,320

Licenses, Permits, Fees

Represents pool licenses and inspections on an annual basis.

Contingency

Represents any additional expenditures that are not mentioned above.

Capital Outlay

Represents any additional assets purchased

Reserves

Building reserves for the recreational building future improvements.

Waterstone
Community Development District
Approved Proposed Budget
Debt Service Series 2018A/B Capital Appreciation Bonds

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	6/30/26	3 Months	9/30/26	FY 2027

REVENUES:

Special Assessments-On Roll	\$ 546,355	\$ 443,778	\$ -	\$ 443,778	\$ 545,662
Special Assessments - Estoppels	-	40,753	-	40,753	-
Special Assessments - Prepayments B	-	1,560,111	(17,751)	1,542,360	-
Special Assessments - Prepayments A	-	5,546	-	5,546	-
Interest Earnings	30,000	70,846	10,000	80,846	30,000
Carry Forward Surplus ⁽¹⁾	1,172,820	2,286,873	-	2,286,873	1,612,509
TOTAL REVENUES	\$ 1,749,176	\$ 4,407,906	\$ (7,751)	\$ 4,400,155	\$ 2,188,171

EXPENDITURES:

Series 2018 B

Special Call 11/1	\$ -	\$ 951,460	\$ -	\$ 951,460	\$ -
Special Call 2/1	-	752,649	-	752,649	-
Special Call 5/1	-	737,382	-	737,382	-
Special Call 8/1	-	-	346,155	346,155	-
TOTAL EXPENDITURES	\$ -	\$ 2,441,491	\$ 346,155	\$ 2,787,646	\$ -

Other Sources/(Uses)

Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ 2,441,491	\$ 346,155	\$ 2,787,646	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ 1,749,176	\$ 1,966,415	\$ (353,906)	\$ 1,612,509	\$ 2,188,171

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	82	\$45,996.26	\$560.93	\$560.93	\$0.00
Townhomes 40'	86	\$55,181.90	\$641.65	\$641.65	\$0.00
Single Family 47'	132	\$99,533.28	\$754.04	\$754.04	\$0.00
Single Family 52'	136	\$113,388.64	\$833.74	\$833.74	\$0.00
Single Family 62'	168	\$167,017.20	\$994.15	\$994.15	\$0.00
Single Family 72'	97	\$111,993.29	\$1,154.57	\$1,154.57	\$0.00
Total	701	\$593,110.57			
Gross assessments		\$593,110.57			
Net assessments		\$545,661.72			

Waterstone
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Bonds 2018 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
			FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)
Townhomes 35'	86	82	\$1,362.93	\$1,362.93	\$0.00	\$560.93	\$560.93	\$0.00	\$1,923.86	\$1,923.86	\$0.00
Townhomes 40'	90	86	\$1,362.93	\$1,362.93	\$0.00	\$641.65	\$641.65	\$0.00	\$2,004.58	\$2,004.58	\$0.00
Single Family 47'	133	132	\$1,362.93	\$1,362.93	\$0.00	\$754.04	\$754.04	\$0.00	\$2,116.97	\$2,116.97	\$0.00
Single Family 52'	146	136	\$1,362.93	\$1,362.93	\$0.00	\$833.74	\$833.74	\$0.00	\$2,196.67	\$2,196.67	\$0.00
Single Family 62'	168	168	\$1,362.93	\$1,362.93	\$0.00	\$994.15	\$994.15	\$0.00	\$2,357.08	\$2,357.08	\$0.00
Single Family 72'	97	97	\$1,362.93	\$1,362.93	\$0.00	\$1,154.57	\$1,154.57	\$0.00	\$2,517.50	\$2,517.50	\$0.00
Total	720	701									

RESOLUTION 2026-05
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterstone Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Lucie County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.
7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF August, 2026.

ATTEST:

**WATERSTONE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

Waterstone
Community Development District

Approved Proposed Budget
FY 2027



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Waterstone
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
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REVENUES:

Special Assessments - On Roll	\$ 902,805	\$ 907,733	\$ -	\$ 907,733	\$ 902,805
Interest income	25,000	26,100	6,000	32,100	20,000
Clubhouse Income	1,000	4,250	-	4,250	1,000
Carry Forward Surplus	-	583,684	-	583,684	175,001

TOTAL REVENUES	\$ 928,805	\$ 1,521,767	\$ 6,000	\$ 1,527,767	\$ 1,098,806
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EXPENDITURES:

Administrative

Supervisor Fees	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
FICA Taxes	184	-	-	-	184
Engineering	20,000	15,604	4,396	20,000	20,000
Attorney	20,000	15,625	10,000	25,625	20,000
Annual Audit	4,300	4,300	-	4,300	4,400
Assessment Administration	2,120	2,120	-	2,120	2,247
Arbitrage Rebate	550	550	-	550	550
Dissemination Agent	4,000	4,000	-	4,000	4,000
Trustee Fees	7,600	8,697	-	8,697	8,700
Management Fees	45,016	33,762	11,254	45,016	47,717
Information Technology	1,134	851	284	1,134	1,202
Website Maintenance	1,701	1,276	426	1,701	1,803
Telephone	50	-	25	25	50
Postage & Delivery	200	1,346	-	1,346	1,000
Insurance General Liability	9,119	8,121	-	8,121	8,933
Printing & Binding	300	202	98	300	1,000
Legal Advertising	1,000	1,227	1,072	2,299	1,000
Other Current Charges	569	894	300	1,194	850
Office Supplies	50	39	11	50	50
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 120,468	\$ 98,788	\$ 27,866	\$ 126,654	\$ 126,261
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Operations & Maintenance

Field Expenditures

Field Management	\$ 10,000	\$ 7,500	\$ 2,500	\$ 10,000	\$ 10,000
Security Monitoring	-	10,713	10,611	21,325	22,445
Electric Streetlights	45,000	33,437	11,700	45,137	48,000
Electric Pumps/Well/Guardhouse	2,400	1,387	413	1,800	2,400
Landscape Maintenance	197,310	135,608	45,203	180,810	197,310
Tree Service	15,000	16,399	-	16,399	15,000
Lake Maintenance	27,380	20,734	6,911	27,646	27,646
Irrigation Repairs	10,000	3,858	6,142	10,000	10,000
Repairs and Maintenance	10,428	2,481	7,519	10,000	10,000
Street Maintenance	10,000	22,888	-	22,888	10,000

Waterstone
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
<u>Field Expenditures (continued)</u>					
Sign Maintenance	\$ 5,000	\$ 1,100	\$ 3,900	\$ 5,000	\$ 5,000
Gate Maintenance	10,000	-	10,000	10,000	10,000
Fence Maintenance	10,000	-	10,000	10,000	10,000
Preserve Maintenance	10,171	-	-	-	-
Trash Collection	-	1,134	3,402	4,536	3,291
Contingency	5,000	9,358	10,000	19,358	5,000
Capital Outlay	-	115,670	-	115,670	-
Reserves - Roadway Improvements	100,000	238,577	-	238,577	100,000
Reserves	165,000	-	165,000	165,000	165,000
TOTAL FIELD EXPENDITURES	\$ 632,689	\$ 620,844	\$ 293,301	\$ 914,145	\$ 651,092
<u>Recreation Building</u>					
Amenity Management	\$ 8,000	\$ 46,800	\$ 15,600	62,400	\$ 62,400
Security System	8,020	6,227	1,793	8,020	8,020
Security Service	-	30,049	9,263	39,312	39,312
Electric Rec Building	14,800	10,421	3,000	13,421	14,800
Water/Sewer	1,200	4,333	2,000	6,333	3,500
Building Insurance	14,068	13,169	-	13,169	14,486
Pool Maintenance	32,600	20,700	6,900	27,600	27,600
Pool Repair	5,000	11,782	5,000	16,782	10,000
Equipment Maintenance	5,000	420	4,580	5,000	5,000
Janitorial Maintenance	23,400	44,942	21,699	66,641	76,000
Repairs and Maintenance	5,000	5,699	5,000	10,699	10,000
Sporting Courts Maintenance	7,700	3,850	3,850	7,700	7,700
Playground Maintenance	23,200	9,900	3,300	13,200	23,200
R&M Pool Heater/Pump	3,000	-	3,000	3,000	3,000
Pest Control	960	744	240	984	1,320
Licenses, Permits, Fees	300	325	-	325	300
Contingency	8,400	7,382	-	7,382	4,815
Capital Outlay	5,000	-	-	-	-
Reserve	10,000	-	10,000	10,000	10,000
TOTAL RECREATION BUILDING	\$ 175,648	\$ 216,742	\$ 95,225	\$ 311,967	\$ 321,453
TOTAL EXPENDITURES	\$ 928,805	\$ 936,374	\$ 416,392	\$ 1,352,766	\$ 1,098,806
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 585,393	\$ (410,392)	\$ 175,001	\$ -

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	86	\$117,212.00	\$1,362.93	\$1,362.93	\$0.00
Townhomes 40'	90	\$122,663.72	\$1,362.93	\$1,362.93	\$0.00
Single Family 47'	133	\$181,269.72	\$1,362.93	\$1,362.93	\$0.00
Single Family 52'	146	\$198,987.82	\$1,362.93	\$1,362.93	\$0.00
Single Family 62'	168	\$228,972.28	\$1,362.93	\$1,362.93	\$0.00
Single Family 72'	97	\$132,204.23	\$1,362.93	\$1,362.93	\$0.00
Total	720	\$981,309.78			
Gross assessments		\$981,309.78			
Net assessments		\$902,805.00			

Waterstone
Community Development District
Budget Narrative
FY 2027

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year. The assessments are placed on the St Lucie County tax roll.

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Clubhouse Income

Represents income from clubhouse rentals.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Communication - Telephone

New internet and Wi-Fi service for Office.

Waterstone
Community Development District
Budget Narrative
FY 2027

Expenditures - Administrative (continued)

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Field

Field Management

The District has an agreement with CALM II to provide field operation management to the property and its contractors.

Description	Vendor	Amount	Total
Field operations	CALM II	833	10,000

Security Monitoring

The District has an agreement with St Moritz Security Services, Inc. to monitor the entrance.

Description	Vendor	Amount	Total
Licesing monitoring	St Moritz Security	1,621	19,456
Preventative maintenance	St Moritz Security	249	2,989
		1,870	22,445

Electric Streetlights

FPL provides electricity for street 68 lights within the District.

Location	Vendor	Amount	Total
8800 Waterstone Blvd	FPL	4,000	48,000

Electric Pumps/Wells/Guardhouse

FPL provides electricity for the pumps, wells, and guardhouse within the District.

Location	Vendor	Amount	Total
8851 Waterstone Blvd #PMPC	FPL	75	900
8870 Waterstone Blvd # Well2	FPL	33	400
8851 Waterstone Blvd # PMPB	FPL	33	400
8800 Waterstone Blvd # Guard	FPL	58	700
	Total	200	2,400

Waterstone
Community Development District
Budget Narrative
FY 2027

Expenditures – Field (continued)

Landscape Maintenance

The district has currently an agreement with Down to Earth to provide mowing, edging, finishing trimming, clean up, trimming/pruning, weeding and fertilization and irrigation maintenance. Re-mulching and annuals are separate fees.

Description	Vendor	Amount	Total
Mowing monthly	Down to Earth	15,068	180,810
Mulch	Down to Earth	9,000	9,000
Annuals	Down to Earth	7,500	7,500
	Total		197,310

Tree Service

The district is currently contracting Down to Earth. to trim once per year 180 Palm and 55 Oak trees.

Lake Maintenance

Represents the maintenance of the (14) fourteen lakes within the District. The district has currently an agreement with Solitude Lakes Management to provide aquatic weed control. Includes 3% increase.

Description	Vendor	Amount	Total
Aquatic control	Solitude Lakes Mgmt.	2,304	27,646

Irrigation Repairs

Represents the repair of the irrigation system within the District.

Repairs & Maintenance

Represents any expenditures such as repairs and maintenance the District may need to make during the Fiscal Year.

Street Maintenance

Represents the maintenance of the streets within the District.

Sign Maintenance

Represents estimated cost for repairing or replacing street and amenities signage.

Gate Maintenance

Represents the maintenance of the gates within the District.

Fence Maintenance

Represents the maintenance of the fences within the District.

Preserve Maintenance

Represents protection costs of wetlands, waterways, and preserves within the District. Currently has an agreement with Solitude Lake Management to provide control of nuisance & exotic within 3 ea. located within projected area for a monthly fee \$950. The district will stock the lakes with fish with additional cost.

Trash Collection

The District has a service agreement with Waste Pro to collect trash one a week for 2 dumpster.

Description	Vendor	Amount	Total
2 Dumpster	Waste Pro	91	1,097
4 Dumpsters	Waste Pro	183	2,194
	Total		3,291

Contingency

Represents any additional expenditures that are not mentioned above.

Preserves-Roadways Improvements

Represents improvements to the district roadways

Reserves

Building reserves for future improvements.

Waterstone

Community Development District

Budget Narrative

FY 2027

Expenditures – Recreational Building

Amenity Management

The District has an agreement with CALM to provide field operation management to the Amenity.

Description	Vendor	Amount	Total
Amenity Management	CALM	5,200	62,400

Security System

The district has a contract with Pye Barker to provide inspection and maintenance of the fire sprinkler system and cell charges at the recreational building and monitor the pickelball and tennis courts.

Description	Vendor	Quarterly	Total
Burg Monitoring Radio/Acess	PYE Barker Fire	232	926
PDK cloud service Pickelball/tennis	PYE Barker Fire	48	192
Fobs	PYE Barker Fire		4,400
Contingency	PYE Barker Fire		2,502
		Total	8,020

Security Service

The district has a contract with All Florida Security Services to provide safeguarding repsonsibilites but not limited to maintain a visible presence at the pool entrance, fence-line and clubhouse to deter unwanted behavior

Description	Vendor	weekly	Total
3 days for 8 - 10 hours	All Florida Security	756	39,312

Electric Rec Building

FPL provides electricity for the recreational building and playground light and pump.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	FPL	1,033	12,400
8851 Waterstone Blvd# Pump B	FPL	200	2,400
		Total	14,800

Water/Sewer

Represents Water and Sewer services provided by St. Lucie County Utilities.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	St Lucie County	292	3,500

Building Insurance

The District will bind Property Insurance with a firm that specializes in providing insurance coverage to governmental agencies.

Pool Maintenance

The district has a contract with Sandy Gordon to provide test water each visit for cloring, calcium hardness, vacuum brush interior floors and walls, clean interior walls, skim water surface, clean pump strainer, backwash filter system as needed, provide chemicals.

Description	Vendor	Amount	Total
Pool Maintenance	Sandy Gordon	2,300	27,600

Pool Repair

The district has a contract with Sandy Gordon to maintain and repair pool.

Description	Vendor	Amount	Total
Pool Repair	Sandy Gordon	-	10,000

Equipment Maintenance

The district has a contract with T.C.A Fitness Service providing preventive maintenance and repairs to the recreational equipment's.

Waterstone

Community Development District

Budget Narrative

FY 2027

Expenditures – Recreational Building (continued)

Janitorial Maintenance

The district has a contract with CALM to provide cleaning of the recreational building 4 days per week. Cleaning clubhouse, bathrooms, floors, glass doors, empty trash, disinfect tables, chairs, vacuum carpeted areas, clean non exterior windows. \$75 per hour.

Description	Vendor	Amount	Total
Clubhouse cleaning	CALM	6,333	76,000

Sporting Courts Maintenance

The District contracted Hanna Painting Pluss LLC to pressure wash and repairs of basketball, tennis courts within the District.

Description	Vendor	Semi-annual	Total
Pressure wash	Hanna	3,850	7,700

Playground Maintenance

The district has currently a contract with Hanna Painting Plus LLC to pressure wash playground, benches & picnic tables, concrete slab under tables, mailbox structure, clubhouse, and pool deck/walkway pavers.

Description	Vendor	Quarterly	Total
Pressure wash quarterly	Hanna	3,300	13,200
Mulch	Down to Earth	10,000	10,000
		Total	23,200

R&M Pool Heating /Pump

Repairs and maintenance to pool heater and pump.

Pest Control

The district has an agreement with Reynolds Pest Management to provide pest control for ants, roaches, and spiders.

Description	Vendor	Amount	Total
Pest Control	Reynolds Pest Mgmt.	110	1,320

Licenses, Permits, Fees

Represents pool licenses and inspections on an annual basis.

Contingency

Represents any additional expenditures that are not mentioned above.

Capital Outlay

Represents any additional assets purchased

Reserves

Building reserves for the recreational building future improvements.

Waterstone
Community Development District
Approved Proposed Budget
Debt Service Series 2018A/B Capital Appreciation Bonds

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	6/30/26	3 Months	9/30/26	FY 2027

REVENUES:

Special Assessments-On Roll	\$ 546,355	\$ 443,778	\$ -	\$ 443,778	\$ 545,662
Special Assessments - Estoppels	-	40,753	-	40,753	-
Special Assessments - Prepayments B	-	1,560,111	(17,751)	1,542,360	-
Special Assessments - Prepayments A	-	5,546	-	5,546	-
Interest Earnings	30,000	70,846	10,000	80,846	30,000
Carry Forward Surplus ⁽¹⁾	1,172,820	2,286,873	-	2,286,873	1,612,509
TOTAL REVENUES	\$ 1,749,176	\$ 4,407,906	\$ (7,751)	\$ 4,400,155	\$ 2,188,171

EXPENDITURES:

Series 2018 B

Special Call 11/1	\$ -	\$ 951,460	\$ -	\$ 951,460	\$ -
Special Call 2/1	-	752,649	-	752,649	-
Special Call 5/1	-	737,382	-	737,382	-
Special Call 8/1	-	-	346,155	346,155	-
TOTAL EXPENDITURES	\$ -	\$ 2,441,491	\$ 346,155	\$ 2,787,646	\$ -

Other Sources/(Uses)

Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ 2,441,491	\$ 346,155	\$ 2,787,646	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ 1,749,176	\$ 1,966,415	\$ (353,906)	\$ 1,612,509	\$ 2,188,171

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	82	\$45,996.26	\$560.93	\$560.93	\$0.00
Townhomes 40'	86	\$55,181.90	\$641.65	\$641.65	\$0.00
Single Family 47'	132	\$99,533.28	\$754.04	\$754.04	\$0.00
Single Family 52'	136	\$113,388.64	\$833.74	\$833.74	\$0.00
Single Family 62'	168	\$167,017.20	\$994.15	\$994.15	\$0.00
Single Family 72'	97	\$111,993.29	\$1,154.57	\$1,154.57	\$0.00
Total	701	\$593,110.57			
Gross assessments		\$593,110.57			
Net assessments		\$545,661.72			

Waterstone
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Bonds 2018 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
			FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)
Townhomes 35'	86	82	\$1,362.93	\$1,362.93	\$0.00	\$560.93	\$560.93	\$0.00	\$1,923.86	\$1,923.86	\$0.00
Townhomes 40'	90	86	\$1,362.93	\$1,362.93	\$0.00	\$641.65	\$641.65	\$0.00	\$2,004.58	\$2,004.58	\$0.00
Single Family 47'	133	132	\$1,362.93	\$1,362.93	\$0.00	\$754.04	\$754.04	\$0.00	\$2,116.97	\$2,116.97	\$0.00
Single Family 52'	146	136	\$1,362.93	\$1,362.93	\$0.00	\$833.74	\$833.74	\$0.00	\$2,196.67	\$2,196.67	\$0.00
Single Family 62'	168	168	\$1,362.93	\$1,362.93	\$0.00	\$994.15	\$994.15	\$0.00	\$2,357.08	\$2,357.08	\$0.00
Single Family 72'	97	97	\$1,362.93	\$1,362.93	\$0.00	\$1,154.57	\$1,154.57	\$0.00	\$2,517.50	\$2,517.50	\$0.00
Total	720	701									

Exhibit B

[illegible]

Parcel ID	O&M	DEBT	Product	Legal Description
1311-700-0111-000-8	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 7
1311-700-0112-000-5	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 8
1311-700-0113-000-2	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 9
1311-700-0114-000-9	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 10
1311-700-0115-000-6	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 11
1311-700-0116-000-3	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 12
1311-700-0117-000-0	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 13
1311-700-0118-000-7	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 14
1311-700-0119-000-4	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 15
1311-700-0120-000-4	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 16
1311-700-0121-000-1	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 17
1311-700-0122-000-8	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 18
1311-700-0123-000-5	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 19
1311-700-0124-000-2	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 20
1311-700-0125-000-9	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 21
1311-700-0126-000-6	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 22
1311-700-0127-000-3	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 23
1311-700-0128-000-0	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 24
1311-700-0129-000-7	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 25
1311-700-0130-000-7	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 26
1311-700-0131-000-4	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 27
1311-700-0132-000-1	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 28
1311-700-0133-000-8	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 29
1311-700-0134-000-5	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 30
1311-700-0135-000-2	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 31
1311-700-0136-000-9	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 32
1311-700-0137-000-6	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 33
1311-700-0138-000-3	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 34
1311-700-0139-000-0	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 35
1311-700-0140-000-0	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 36
1311-700-0141-000-7	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 37
1311-700-0142-000-4	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 38
1311-700-0143-000-1	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 39
1311-700-0144-000-8	\$ 1,362.93	\$ 1,154.57	72'	WATERSTONE PHASE ONE (PB 52-35) BLK 2 LOT 40
1311-700-0145-000-5	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 1
1311-700-0146-000-2	\$ 1,362.93	\$ -	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 2
1311-700-0147-000-9	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 3
1311-700-0148-000-6	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 4
1311-700-0149-000-3	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 5
1311-700-0150-000-3	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 6
1311-700-0151-000-0	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 7
1311-700-0152-000-7	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 8
1311-700-0153-000-4	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 9
1311-700-0154-000-1	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 10
1311-700-0155-000-8	\$ 1,362.93	\$ 754.04	47'	WATERSTONE PHASE ONE (PB 52-35) BLK 3 LOT 11

[illegible]

[illegible]

[illegible]

Parcel ID		O&M	DEBT	Product	Legal Description
1314-600-0047-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 16
1314-600-0048-000-7		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 17
1314-600-0049-000-4	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 18
1314-600-0050-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 19
1314-600-0051-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 20
1314-600-0052-000-8	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 21
1314-600-0053-000-5	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 22
1314-600-0054-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 23
1314-600-0055-000-9	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 24
1314-600-0056-000-6	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 25
1314-600-0057-000-3	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 26
1314-600-0058-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 27
1314-600-0059-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 28
1314-600-0060-000-7	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 29
1314-600-0061-000-4	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 30
1314-600-0062-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 31
1314-600-0063-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 32
1314-600-0064-000-5	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 33
1314-600-0065-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 34
1314-600-0066-000-9	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 35
1314-600-0067-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 36
1314-600-0068-000-3	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 37
1314-600-0069-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 38
1314-600-0070-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 39
1314-600-0071-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 40
1314-600-0072-000-4	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 41
1314-600-0073-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 42
1314-600-0074-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 43
1314-600-0075-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 44
1314-600-0076-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 45
1314-600-0077-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 46
1314-600-0078-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 47
1314-600-0079-000-3	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 48
1314-600-0080-000-3	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 49
1314-600-0081-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 50
1314-600-0082-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 51
1314-600-0083-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 52
1314-600-0084-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 53
1314-600-0085-000-8	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 54
1314-600-0086-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 55
1314-600-0087-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 56
1314-600-0088-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 57
1314-600-0089-000-6	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 58
1314-600-0090-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 59
1314-600-0091-000-3	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 60
1314-600-0092-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 61
1314-600-0093-000-7	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 62
1314-600-0094-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 63
1314-600-0095-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 64
1314-600-0096-000-8	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 65
1314-600-0097-000-5	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 66
1314-600-0098-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 67
1314-600-0099-000-9	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 68
1314-600-0100-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 69
1314-600-0101-000-7	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 70
1314-600-0102-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 71
1314-600-0103-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 72
1314-600-0104-000-8	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 73
1314-600-0105-000-5	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 74
1314-600-0106-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 75
1314-600-0107-000-9	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 76
1314-600-0108-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 77
1314-600-0109-000-3	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 78
1314-600-0110-000-3	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 79
1314-600-0111-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 80
1314-600-0112-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 81
1314-600-0113-000-4	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 82
1314-600-0114-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 83
1314-600-0115-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 84
1314-600-0116-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 85
1314-600-0117-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 86
1314-600-0118-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 87
1314-600-0119-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 88

Parcel ID		O&M	DEBT	Product	Legal Description
1314-600-0120-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 89
1314-600-0121-000-3		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 90
1314-600-0122-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 91
1314-600-0123-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 92
1314-600-0124-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 93
1314-600-0125-000-1		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 94
1314-600-0126-000-8	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 95
1314-600-0127-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 96
1314-600-0128-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 97
1314-600-0129-000-9		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 98
1314-600-0130-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 99
1314-600-0131-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 100
1314-600-0132-000-3	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 101
1314-600-0133-000-0		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 102
1314-600-0134-000-7	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 103
1314-600-0135-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 104
1314-600-0136-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 105
1314-600-0137-000-8		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 106
1314-600-0138-000-5	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 107
1314-600-0139-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 108
1314-600-0140-000-2	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 109
1314-600-0141-000-9		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 110
1314-600-0142-000-6	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 111
1314-600-0143-000-3		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 112
1314-600-0144-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 113
1314-600-0145-000-7		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 114
1314-600-0146-000-4	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 115
1314-600-0147-000-1	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 116
1314-600-0148-000-8		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 117
1314-600-0149-000-5		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 118
1314-600-0150-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 119
1314-600-0151-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 120
1314-600-0152-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 121
1314-600-0153-000-6		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 122
1314-600-0154-000-3	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 123
1314-600-0155-000-0	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 124
1314-600-0156-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 125
1314-600-0157-000-4		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 126
1314-600-0158-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 127
1314-600-0159-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 128
1314-600-0160-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 129
1314-600-0161-000-5		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 130
1314-600-0162-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 131
1314-600-0163-000-9	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 132
1314-600-0164-000-6	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 133
1314-600-0165-000-3		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 134
1314-600-0166-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 135
1314-600-0167-000-7	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 136
1314-600-0168-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 137
1314-600-0169-000-1		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 138
1314-600-0170-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 139
1314-600-0171-000-8	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 140
1314-600-0172-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 141
1314-600-0173-000-2	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 142
1314-600-0174-000-9	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 143
1314-600-0175-000-6		1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 144
1314-600-0176-000-3	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 145
1314-600-0177-000-0	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 146
1314-600-0178-000-7		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 147
1314-600-0179-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 148
1314-600-0180-000-4	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 149
1314-600-0181-000-1	\$	1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 150
1314-600-0182-000-8		1,362.93	\$ 560.93	35'	WATERSTONE PHASE FOUR (PB 96-31) LOT 151
1314-600-0183-000-5	\$	1,362.93	\$ 641.65	40'	WATERSTONE PHASE FOUR (PB 96-31) LOT 152
1314-601-0004-000-0	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 1
1314-601-0005-000-7	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 2
1314-601-0006-000-4		1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 3
1314-601-0007-000-1	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 4
1314-601-0008-000-8	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 5
1314-601-0009-000-5	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 6
1314-601-0010-000-5		1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 7
1314-601-0011-000-2	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 8
1314-601-0012-000-9	\$	1,362.93	\$ 754.04	47'	WATERSTONE PHASE FIVE (PB 112-3) LOT 9

[illegible]

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waterstone Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Rules of Procedure attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall supersede and replace all previously adopted Rules of Procedure. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of August, 2026.

ATTEST:

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A
Rules of Procedure
RULES OF PROCEDURE
WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-06
EFFECTIVE AS OF AUGUST 13, 2026

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Exhibit A
Rules of Procedure

Rule 1.0 General. These Rules of Procedure supersede and replace all previously adopted Rules of Procedure.

- (1) The Waterstone Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

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Rules of Procedure

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and

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contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document

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previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
 - (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
 - (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
 - (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
 - (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or

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the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to

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file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the

Exhibit A
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District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

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making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

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Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (954) 721-8681. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

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1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving

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the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

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- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

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Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

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Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

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- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (**"Notice of Rule Development"**) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
 - (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.
- (5) Notice of Rulemaking.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the **"Notice of Rulemaking"**) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
 - (v) The grant of rulemaking authority for the proposed rule;

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- (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
 - (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty

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(180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
- (b) Substantive Changes.
 - (i) Prior to rule adoption, the District may publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the

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substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
 2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

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- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
 - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

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- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
 - (b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
 - (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.
- (11) Emergency Rule Adoption.
- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
 - (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

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- (i) The full text of the rule(s); and
 - (ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the **"Notice of Renewal of Emergency Rule"**) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

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- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

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- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be

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presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of

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general circulation within the county or counties in which the District is located.

- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely

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requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

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Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

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hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.

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- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;

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- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

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Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

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to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

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- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

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agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

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Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

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the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

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- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

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include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

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Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their

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dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

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Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses

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in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

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interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

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- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

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(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;

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- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice

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shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

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is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

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Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:

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- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage

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or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight

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delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project

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construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

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Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of **“goods, supplies, and materials”** do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose

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principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.

- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

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Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

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Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

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Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
 - (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;

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- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

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Rule 4.0 Effective Date.

These Rules shall be effective August 13, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

RESOLUTION 2026-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENITY FACILITY
POLICY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Waterstone Community Development District (the “District”) held a noticed public hearing on July 9, 2026, amending rules, setting rates and adopting its Amenity Facility Policy; and

WHEREAS, section 190.011, Florida Statutes, empowers the District to adopt rules and resolutions which may be necessary for the conduct of district business and to exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers duties, or purposes authorized by the Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The Amenity Facility Policy attached here to as Exhibit “A” are hereby adopted. The Board hereby delegates authority to the District Manager and Amenity Manager to enforce the Amenity Facility Policy.

SECTION 2. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND DULY ADOPTED this 13th day of August, 2026.

ATTEST:

**WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenity Facility Policy

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

Amenity Facility Policies

December 2019

Amended September 19, 2024

Amended August 13, 2026

Rule No. 2026-07

DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

“Amenity Facility Policies” or “Amenity Facilities Policies” – shall mean the District’s Amenity Facility Policies document(s), including without limitation, pool rules and fitness center rules, as amended from time to time.

“Amenity Manager” or “Amenity Staff” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Board” – shall mean the District’s governing Board of Supervisors.

“Guest” – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

“District” – shall mean the Waterstone Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Key Card” – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

“Members” - shall mean Property Owners, Tenants, and Non-Resident Users of the Amenity Facilities.

“Non-Resident(s)” – shall mean any person or group of persons who are not a Resident(s) of the District.

“Non-Resident User” – shall mean any person or persons not owning property in the District who is paying the Non-Resident User Fee to the District for use of the Amenity Facilities.

“Non-Resident User Fee” – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User of the Amenity Facilities. The amount of the Non-Resident User Fee set forth herein is subject to periodic change by Board action.

“Patron” or “Patrons” – shall mean Property Owners, Guests, Residents, Non-Resident Users, and Tenants who are eighteen (18) years of age and older and their immediate family members residing in the same unit within the District, who are obligated to use the Amenity Facilities in a lawful manner and in accordance with the Amenity Facility Policies.

“Property Owner” – shall mean that person or persons having fee simple ownership or legal title to land within the District.

“Renter” - shall mean persons or entities renting the Waterstone Clubhouse meeting room for private events.

“Resident” – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residence within the District.

“Tenant” – shall mean any tenant lawfully residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

AMENITY FACILITIES HOURS OF OPERATION

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, and New Year’s Day. The Amenity Facilities may close early on Easter Sunday, Memorial Day, Mother’s Day, Father’s Day, Independence Day, Labor Day, Christmas Eve, and New Year’s Eve.

GENERAL AMENITY FACILITIES PROVISIONS

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.

- (2) The Board, Amenity Manager and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any of the Amenity Facility Policies may result in suspension of use of Amenity Facility privileges, as defined in the Suspension section below.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (7) Two facility Key Cards will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity at the time they are closing upon their purchase of property within the District. The fee for each initial card will be \$30.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. A Key Card should not be issued to Non-Residents unless they are a Non-Resident User.
- (8) Lost, Damaged or Stolen Key Card Fee. Residents, Tenants and Non-Residents will be charged thirty dollars (\$30.00) to obtain a new or replacement Key Card. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key Card and to initiate the replacement process. Damaged Key Cards must be mailed or delivered to the Amenity Manager's office prior to obtaining a replacement. All lost or stolen Key Cards will be permanently deactivated for security reasons.
- (9) Children under seventeen (17) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities. Alcohol may only be brought to the Clubhouse by residents and consumed in the Clubhouse at private or Clubhouse-sponsored adults-only events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.
- (11) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (12) No Patron wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (13) Dogs and all other pets (with the exception of certified service animals) are not permitted on or at the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets.
- (14) Vehicles must be parked in designated areas. Vehicles shall not be parked on grass lawns, or in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will be only be allowed with permission from the Amenity Manager or designated Amenity Staff.

- (15) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or adjacent areas.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (17) Except for designated parking areas, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (18) The Amenity Facilities will not offer child care services to Patrons.
- (19) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, tennis and game courts, pool area, fields, playground area, parking lot, and sidewalks surrounding this area.
- (20) Lewd, lascivious, and sexual behavior and activity are prohibited at the Amenity Facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and as a condition precedent to such use, waives any and all claims and holds the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility property or equipment may result in the Short-Term or Long-Term Suspension of Amenity Facility privileges with respect to the offending Patron, to be determined at the discretion of the Board. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all

liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and as a condition for use and access to the Amenity Facilities, the Patrons release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

GENERAL SWIMMING POOL & WADING POOL RULES

- (1) Patrons and Guests may only gain access to the pool area through the use of the Patron(s)' assigned Key Card(s). At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) The Board reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic or recreational programs, and pool parties. Pool rentals for parties or special events to occur after normal operating hours may be approved by Amenity Staff on behalf of the Board. Organized activities such as swim lessons or recreational programs must first be approved by the Board.
- (3) Swimming hours will be posted at the pool and **no lifeguard will be on duty. Patrons swim at their own risk and must adhere to swimming pool rules.** Swimming is permitted only during posted swimming hours. Swimming after dusk is prohibited.
- (4) No access will be allowed, by a Patron before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and suspension of access to the Amenity Facilities. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance or to ensure compliance with applicable Florida health codes. As a condition of using the Amenity Facilities, all Patrons agree to support the District's observation of pool safety through closure for maintenance, inclement weather, or compliance with Florida health codes. Patrons further agree that the District shall not be obligated to provide any refund to Patrons as a result of any such closures.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. The changing of

diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.

- (7) Showers are required before entering the pools. All Patrons shall wear proper swim attire while using the pool. Proper swim attire is traditional swimwear such as one-piece swimsuits, two-piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, “thong” swimsuits and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area.
- (9) Children under seventeen (17) years of age must be accompanied by a Parent or adult Patron at all times for usage of the pool facility.
- (10) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area, with the exception of alcoholic beverages at a private event rental as stated above. Pets, bicycles, skateboards, roller blades, scooters, radio-controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The Amenity Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.

SWIMMING POOL & WADING POOL: FECES POLICY

- (1) No Patron shall pollute the pool. Any Patron who does pollute the pool is liable for any costs incurred in treating and reopening the pool. If contamination occurs, the pool will be closed for the requisite time provided for by Florida law and the water will be treated or shocked with chlorine to kill all bacteria, as necessary.
- (2) Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

FITNESS CENTER POLICIES

All Patrons using the fitness center within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with this Amenity Facilities Policy. A Patron’s disregard or violation of this policy, misuse of the fitness center, or destruction of fitness center equipment may result in the suspension of fitness center privileges pursuant to the provisions of the Suspension section below.

Please note the fitness center is an unattended facility, persons using the facility do so at their own risk. Amenity Staff is not present to provide personal training or exercise consultation to Patrons. Patrons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The fitness center is open for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after fitness center hours, except for Amenity Staff to perform official duties and tasks. Trespassing may *be* prosecuted as a criminal offense and may lead to the loss of the Key Card and/or suspension of access to the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (2) *Emergencies:* All emergencies and injuries must be promptly reported to the Amenity Staff as well as the District Manager at (954) 582-2861.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. No children under the age of sixteen (16) are allowed in the fitness center at any time. **Patrons use all Amenity Facilities at their own risk.**
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted. Non-alcoholic beverages, however, are permitted if contained in non-breakable containers with screw top or sealed lids. Glass containers and alcoholic beverages are not permitted.
- (6) *Miscellaneous Policies:*
 - Each Patron is responsible for wiping off fitness equipment after use.
 - Use of personal trainers is not permitted.
 - Hand chalk is not permitted.
 - Music and/or digital media players are not permitted unless they are personal units equipped and used with headphones.
 - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
 - Smoking and smokeless tobacco products are not permitted.
 - Weights or other fitness equipment may not be removed from the fitness center.
 - Patron use of cardiovascular equipment shall be limited to thirty (30) minute periods.
 - Patrons shall alternate between multiple sets on weight equipment if other individuals are waiting.
 - Patrons must return weights and other fitness equipment to the proper location after use.
 - Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
 - Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the fitness center.

- Televisions are available for use at volumes courteous to other Patrons using the fitness center. Patrons must turn off the TV when finished watching the television.

SPORTS FACILITIES POLICY

All Patrons using the District's tennis courts or fields (the "**Sports Facilities**") are expected to conduct themselves in a responsible, courteous and safe manner, and in compliance with this Amenity Facilities Policy. Disregard or violation of the District's policies and rules and misuse or destruction of Sports Facility equipment may result in the suspension of Sports Facilities and/or Amenity Facilities privileges pursuant to the Suspension Section below. Guests may use the Sports Facilities if accompanied by an adult Resident or Non-Resident User.

Please note that the Sports Facilities are unattended. All persons using the Sports Facilities do so at their own risk. Persons interested in using the Amenity Facilities and/or Sports Facilities are encouraged to consult with a physician prior to using the facility.

- (1) *Hours:* The Sports Facilities are available for use by Patrons from dawn to dusk. No access will be allowed, by a Patron or any other person, before or after dawn to dusk. Trespassing may be prosecuted as a criminal offense and may lead to suspension of that Patron's Key Card and/or the suspension of access to the Amenity Facilities pursuant to the Suspension section below.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (954) 582-2861.
- (3) *Proper Attire:* Proper athletic apparel and athletic shoes are required at all times while using the Sports Facilities. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are allowed to be worn at the Sports Facilities.
- (4) *Reservations:* The Sports Facilities may not be rented nor reserved. The Sports Facilities are on a first come, first serve basis. Use of the Sports Facilities is limited to one (1) hour when other Patrons are waiting.
- (5) *General Policies:*
 - Proper sportsmanship and etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Sports Facilities must supply their own equipment.
 - Each Sport Facility is for the play of its intended sport only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at all Sports Facilities.
 - Beverages are permitted at the Sports Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages are not permitted at the Sports Facilities.
 - No chairs other than those provided by the District are permitted at the Sports Facilities.

- Children under the age of twelve (12) shall not use the Sports Facilities without a seventeen (17) year-old or older Resident or Non-Resident User present.

PLAYGROUND POLICY

- (1) No one over the age of eight (8) is allowed on the equipment. Children under the age of seventeen (17) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior at the playground is prohibited.

AMENITY FACILITIES NON-RESIDENT USER FEE

Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is \$1400.00, per Family, payable in advance. "Family" being defined as immediate family members residing in the same unit within the District. The rate for an individual is the same as for a Family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Cards for a Family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities. Due to the size and capacity limitations of the Amenity Facilities, the number of Non-Resident Users is limited to twenty-five (25) memberships.

GUEST PRIVILEGES

All Guests must be registered at the amenity center by Amenity Staff and accompanied by a Member at all times. Members are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Member. Members who have a Guest are responsible for any and all actions taken by such Guest. Violations of the Amenity Facility Policies by a Guest may result in suspension of that Member's privileges.

TENANT'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners' Amenity Facilities privileges.
- (2) A Tenant who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.
- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property, unless the Property Owner is a Guest or a paying Non-Resident User.
- (4) Property Owners shall be responsible for all charges incurred by their Tenants which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Tenants.
- (5) All Tenants are required to obtain a Key Card from the Property Owner and register the Key-Card with the Amenity Manager.
- (6) Tenants shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

FACILITY RENTAL POLICIES

Members and/or non-residents of the District (referred to as "**Non-Residents**" for purposes of this section) may reserve for rental the Clubhouse meeting room for private events. *The pool and pool deck area are not available for private rental during normal operating hours and shall remain open to Patrons during normal operating hours.* Reservations may not be made more than four (4) months prior to the event. In addition, each Member household may rent the Clubhouse meeting room only once per quarter of the calendar year.

All Amenity Facility Policies remain in force for rental events. The Clubhouse meeting room may not be rented for political activities or events for political candidates, nor for events where the Renter would receive a direct financial benefit or gain.

Please see the Amenity Manager for details relating to additional rental cost, staffing cost and availability, and facility availability for the anticipated date and time of the event. Please note that the room rental is not available for the month of December of each calendar year and for private events on the following holidays:

Easter Sunday	Memorial Day Weekend	Fourth of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

(1) *Private Rental of Clubhouse Meeting Room:* The Clubhouse meeting room is the only room available for private rental. Maximum rental time is five (5) total hours, which includes time for set-up and post-event cleanup. All persons renting the Clubhouse must abide by limitations on the room capacity and must pay the rental fee described below. Anyone renting the Clubhouse shall be responsible for any and all damage and expenses arising from the event.

(2) *Clubhouse Meeting Room Reservation and Rental Process:*

- a. Any person interested in reserving the Clubhouse meeting room must submit to the Amenity Manager, no later than thirty (30) days prior to the event, a completed Clubhouse Rental Information Form. The Amenity Manager will review the Clubhouse Rental Information Form on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for reconsideration.
- b. A Member desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of two hundred fifty dollars (\$250.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. A Non-Resident desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of five hundred dollars (\$500.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. The deposit will be returned following the rental event, provided the Amenity Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be retained by the Amenity Manager for this purpose.
- c. Members shall pay a room rental fee in the amount of one hundred dollars (\$100.00), and Non-Residents shall pay a room rental fee in the amount of three hundred dollars (\$300.00). Rental fees are due and payable a minimum of thirty (30) days prior to the rental event. Renters must pay electronically to the District. In addition, the Renter shall provide to the Amenity Manager an estimated number of guests to use the Clubhouse no less than five days prior to the date of the rental. The number of guests shall not exceed the allowable number or capacity authorized by the fire marshal. Failure to provide an estimated number of guests for the event may result in the cancellation of the rental at the discretion of the Amenity Manager.

(3) *Refund of Reservation Deposit:* The Amenity Manager shall determine the amount of deposit to return, if any. To be eligible to receive a full refund of the deposit, the renting person must ensure the following actions are completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position(s).
- Wipe off counters, table tops and sink area.
- Replace garbage liner(s).

- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
- Ensure that no damage has occurred to the Amenity Facility and its property.

In addition, a person or group remaining in the rented room after the allotted rental time will cause the Renter to be billed \$25.00 per half hour, to be subtracted from the reservation deposit.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of reservation deposit. If the reservation deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the Renter for the remaining balance. The Renter may also opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

(4) *Room Cancellations:* The room reservation must be cancelled at least fifteen (15) days prior to the reserved date by notifying the Amenity Manager by phone or in writing. If the room reservation is cancelled less than fifteen (15) days prior to the scheduled rental, one half of the rental deposit will be retained as a cancellation fee.

(5) *General Rental Policies:* During a scheduled rental event, the Renter shall ensure all attendees abide by the following rules:

- All attendees must adhere to the Amenity Facility Policies set forth herein.
- The volume of live or recorded music must not violate applicable St. Lucie County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage naming the District as an additional insured will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District determines should require additional liability coverage on a case by case basis to be reviewed by the Amenity Manager and/or Board.
- The kitchen may be only used by the Renter during their approved events. Otherwise, the refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
- Only the Amenity Staff may operate the dishwasher.
- During days when there are events sponsored by the District or reserved by the Renter, the meeting room will not be available for rental.

SUSPENSION OF PRIVILEGES

To ensure the use and enjoyment of the Amenity Facilities by all Patrons, the following policy shall be followed for those Patrons who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons, without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff or who engages in other impermissible behavior may be immediately suspended for up to twenty (20) days, without prior notice, at the discretion of the Amenity Manager (a “**Short-Term Suspension**”). Suspensions of a time period longer than twenty (20) days shall be determined by the Board (a “**Long-Term Suspension**”). For each rule violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.
- (2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and eighteen (18) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act of offense committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.
- (3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:
 - 1ST Violation: Verbal Warning
 - 2nd Violation: Written Warning
 - 3rd Violation: 1 to 20 day Short-Term Suspension
 - Multiple violations and/or impermissible behavior: Referral to the Board for suspension.
- (5) Patrons’ Amenity Facility privileges may be subject to a Short-Term Suspension or Long-Term Suspension by the Board, to be determined at the Board’s discretion, if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behavior:
 - Permits unauthorized use of his or her assigned Key Card by another person
 - Exhibits unsatisfactory behavior, manners or appearance
 - Fails to abide any portion of the Amenity Facility Policies
 - Treats the Amenity Staff in an unreasonable or abusive manner
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility or Amenity Staff.
- (6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
- (7) In any disciplinary case coming before the Board for suspension of Amenity Facility Privileges or an appeal of a Short-Term Suspension, the suspension hearing or appeal will be conducted as follows:

- At least ten (10) days in advance of the Board meeting, the District Manager will provide mailed written notice to the affected Patron, as appropriate, stating the date, time and place for the suspension or appeal hearing.
- At the meeting, the District Manager or Amenity Manager/Amenity Staff shall describe the relevant events and occurrences surrounding the alleged violation, present evidence and incident reports related to the violation, and any past history of violations.
- The affected Patron (and Property Owner in the case of a minor, immediate family or Tenant) shall be entitled to respond, and present a rebuttal and relevant evidence to the Board.
- The Board shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

Waterstone Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report:

Signature of Staff Member writing this report:

Date: _____

Waterstone Community Development District
Non-Resident User Application

Date of Application: _____ **Date of Non-Resident User Fee Payment:**

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members:

Names of Dependent Children Aged 18-22 and Ages:

Number of Minor Children Age 16 or Older: _

Number of Minor Children Age 15 or Younger:

Names of Minor Children and Ages: _____

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ **Phone Number(s):**

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: _____
(print name)

RESOLUTION 2026-08

**[COMMON AREA POND & ENFORCEMENT RULES]
[TRESPASS AUTHORIZATION]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING TRESPASS ENFORCEMENT AND THE ISSUANCE OF CORRESPONDENCE REGARDING THE SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterstone Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purposes of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District owns and/or has responsibility for certain real property within its boundaries, including, but not limited to, amenity and recreational facilities, recreational water bodies which also perform stormwater management functions, and parks and common areas ("**District Property**"); and

WHEREAS, the Board of Supervisors of the Waterstone Community Development District ("**Board**") wishes to adopt the rules prohibiting, among other things, trespassing on District Property as set forth in **Exhibit 1** (the "Rules"); and

WHEREAS, the District desires to secure the assistance of the County Sheriff's Office or such other law enforcement agencies as may be available, to prevent trespassing on District Property in contravention of those policies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY REGARDING ENFORCEMENT OF TRESPASS LAWS; FORM OF TRESPASS LETTER. The above recitals are true, correct, and incorporated herein by the reference. The Board hereby adopts the Rules set forth in **Exhibit 1**. The Board hereby authorizes the District Manager, representatives of Haven Management Solutions, LLC, as District Manager, the Chair or Vice Chairperson of the Board, and additional individuals to be identified by the District Manager, to act on behalf of the District with respect to the enforcement of the District's rules and policies, including, but not limited to, taking any actions necessary to the enforcement and/or prosecution of trespass violations on the District's behalf and pursuant to Florida law. In addition, the Board hereby authorizes the District Manager to issue to the County Sheriff's Office a copy of this resolution and the trespass letter, as updated from time to time by the District Manager and attached hereto substantially in form as **Exhibit 2**. The District Manager shall cause any individual exercising trespass authority to sign the waiver and release form attached hereto as **Exhibit 3**.

SECTION 2. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Waterstone Community Development District.

PASSED AND ADOPTED on the 13th day of August, 2026.

ATTEST:

**WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

EXHIBIT 1: Common Area Pond and Enforcement Rules
EXHIBIT 2: Letter Regarding Trespass Enforcement
EXHIBIT 3: Volunteer Waiver & Release Form

Exhibit 1
Common Area Pond and Enforcement Rules

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

COMMON AREA POND & ENFORCEMENT RULES

PART 1: Waterstone Community Development District

Common Area Pond Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2025)

Effective Date: August 13, 2026

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Waterstone Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going-forward basis.

LAKE OR POND AREAS

The ponds throughout the community are designed to help facilitate the District's natural water system for run off and overflow. Except as set forth herein, no individual other than District representatives, contractors and/or authorized invitees (e.g., homeowner's association representatives and/or contractors with prior permission from the District) shall have access to any property of the District, and any such prohibited access shall constitute a trespass, enforceable in accordance with the District's rules and Florida law. The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Swimming, boating and any other use of the ponds is prohibited, except by authorized District Staff and/or District contractors, and except as otherwise set forth herein.
3. The practice of fishing is prohibited.
4. Pets must be accompanied and in their owner's control at all times around ponds.
5. Parking along the county right of way or on any grassed area near the ponds is prohibited.
6. Do not leave any litter.
7. Do not feed the wildlife anything, ever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

PART 2: Waterstone Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: August 13, 2026

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Waterstone Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going-forward basis.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the properties owned and managed by the District.

2. Suspension of Rights. The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to access the District's property for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the District's property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to abide by any District rules and policies;
- d. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- e. Damages or destroys District property;
- f. Trespasses on District property and/or otherwise enters District property for purposes not permitted by the District's rules and policies and/or without prior written authorization from the District Staff; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

3. Authority of District Manager. The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

4. Enforcement of Penalties/Fines. For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000

– in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

5. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

6. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

DRAFT

Exhibit 2

Letter Regarding Trespass Enforcement

Waterstone Community Development District

c/o Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
_____, ___, 2026

St. Lucie County Sheriff's Office
4700 W Midway Road
Fort Pierce, FL 34981

Re: Waterstone Community Development District Authorization
for Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Waterstone Community Development District ("**District**"), a local unit of special-purpose government located in Hillsborough County, Florida, and am writing on behalf of the District. Please accept this letter as authorization for the County Sheriff's Office to order trespassers to leave the District's property and to otherwise enforce section 810.09, *Florida Statutes*, or any other applicable law related to trespasses on the District's property. For purposes of this authorization, "trespassers" refers to any person who, without being authorized, licensed or invited, willfully enters upon or remains on the District's property, as determined by any of the Authorized Representatives (defined below).

Pursuant to District Resolution 2026-07, a copy of which is attached, the following individuals (together, "**Authorized Representatives**") are authorized to contact law enforcement officers in Pasco County, Florida and provide this written authorization to law enforcement officers for the purpose of enforcing the District's policy and Florida law: (a) Andressa Hinz-Phillipi, the District's Manager; (b) Matthew Hans and any employees of Governmental Management Services – South Florida, LLC, as District Manager; (c) the Chairperson / Vice-Chairperson of the District's Board of Supervisors. The Board of Supervisors and staff of the Waterstone Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions regarding this authorization, please contact me at (407) 966-7629.

Sincerely,

District Manager

Attachment A: Resolution 2026-07

EXHIBIT 3

Waiver and Release Form

Waterstone Community Development District

This Waiver and Release of Liability ("**Release**") is executed by _____ ("**Volunteer**"), who hereby releases the Waterstone Community Development District ("**District**"), and its present, former, and future supervisors, staff, officers, managers, lawyers, engineers, employees, representatives and agents, and all of the successors and assigns of the foregoing (together, "**Released Parties**"). The Volunteer desires to provide volunteer services for the following District activity:

ASSIST WITH TRESPASS ENFORCEMENT AS AUTHORIZED BY RESOLUTION 2026-13

Volunteer understands that the scope of Volunteer's relationship with the District is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Volunteer is not an employee of District and has no authority to act on behalf of District except as expressly authorized above; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's involvement in the above-listed activity. The following additional provisions apply:

1. ***Waiver and Release:*** In consideration for allowing Volunteer to participate in the above-referenced activity, the sufficiency and adequacy of which are hereby acknowledged by Volunteer, I, the Volunteer, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Released Parties from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my participation as a volunteer to the District, including any and all on-site or off-site activities related to the services or properties of the District, and any transportation provided by the District to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my participation in any and all of these activities. I understand that the District is not responsible for personal property lost or stolen while participating in these activities.
2. ***Insurance:*** Further I understand that District does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property.
3. ***Medical Treatment:*** I hereby release and forever discharge the District from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with District.

EXHIBIT 3

Waiver and Release Form

4. **Rules:** I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time.
5. **Other.** This Release shall be governed by and interpreted in accordance with the laws of the State of Florida, and is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I agree that if any portion of this Release is deemed invalid, that the remainder will remain in full force and effect. Nothing in this Release shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

I am of legal age (18 years or older) and am freely signing this Release. I have read this Release and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Participant Name: _____

Date: _____

Participant

Signature: _____

(if Participant is 18 years of age or older)

Parent/Guardian

Signature: _____ n/a _____

(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, the District may be required to disclose the information you submit to us. Under certain circumstances, the District may only be required to disclose part of the information submitted to the District. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; APPROVING A FORM OF TRAFFIC ENFORCEMENT AGREEMENT AND PROVIDING GENERAL AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waterstone Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Rules Relating to Parking Enforcement*, attached hereto as **Exhibit A** for immediate use and application ("**Rules**"); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. RULE ADOPTION. The Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Rules in accordance with Chapter 190, *Florida Statutes*.

2. APPROVAL OF TRAFFIC ENFORCEMENT AGREEMENT AND GENERAL AUTHORIZATION. The District's Board of Supervisors hereby approves for execution and/or ratifies the execution of the Agreement, substantially in the form attached hereto as **Exhibit B**. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution and/or the Agreement, or desirable or consistent with the requirements or intent hereof.

3. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of August, 2026.

ATTEST:

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rule Relating to Parking Enforcement
Exhibit B: Form of Agreement

EXHIBIT A
Rule Relating to Parking Enforcement

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT
RULE RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on August 13, 2026, at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Waterstone Community Development District (“District”) adopted the following rule to govern parking enforcement on certain District property.

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and fine such owners consistent with this rule and as indicated herein.
2. **PARKING RULES.**

County Parking Prohibitions

The parking prohibitions (“**County Parking Rules**”) set forth in Chapter 46, Article II, of the Code of Ordinances of the St. Lucie County, Florida are applicable to District-owned property, including but not limited to District-owned rights-of-way. A copy of such prohibitions is attached hereto as **Attachment No. 1**. The County parking prohibitions shall be enforced pursuant to a traffic enforcement agreement between the District and the City, or as set forth herein.

Parking on CDD Streets and Other Property

The District hereby adopts the County Parking Rules, as set forth in **Exhibit A**, and the following State Parking Rules for CDD streets and other common property. Without intending to limit the foregoing, a summary of certain of such prohibitions is listed here (taken from Sections 316.1945 and 316.195, Florida Statutes), and certain additional provisions are also hereby created below:

- a. **Direction:** Vehicles must park in the direction of authorized traffic movement.
- b. **Distance from Curb:** Right-hand wheels must be within 12 inches of the right-hand curb or edge of the roadway.
- c. **Prohibited Areas (No Stopping, Standing, or Parking):**
Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:
 - i. Stop, stand, or park a vehicle:

EXHIBIT A
Rule Relating to Parking Enforcement

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
 2. On a sidewalk.
 3. Within an intersection.
 4. On a crosswalk.
 5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the Department of Transportation indicates a different length by signs or markings.
 6. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
 7. Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
 8. On any railroad tracks.
 9. On a bicycle path.
 10. At any place where official traffic control devices prohibit stopping.
- ii. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
1. In front of a public or private driveway.
 2. Within 15 feet of a fire hydrant.
 3. Within 20 feet of a crosswalk at an intersection.
 4. Within 30 feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.
 5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when property signposted).
 6. On an exclusive bicycle lane.
 7. At any place where official traffic control devices prohibit standing.
- d. Disabled Parking:**
- i. It is illegal to park in marked disabled spaces without a proper permit.
 - ii. It is illegal to obstruct the path of travel to an accessible parking space or curb cut.
- e. Parking and Emergency Access:**
- i. No person may park a vehicle directly across from another vehicle, regardless of permitting status.
 - ii. No vehicle shall be parked in a manner that would block access by sanitation trucks, emergency vehicles, or other governmental service providers.
- f. Parking on Common Areas Prohibited.** Except as outlined in this rule, parking on grassy areas or other common areas owned by the District or in which the District owns an easement is strictly prohibited except for authorized District vehicles and/or District contractors.

EXHIBIT A
Rule Relating to Parking Enforcement

Parking at CDD Amenity Clubhouse

The District hereby adopts the following parking rules for the CDD clubhouse:

- a. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed between the hours of 10 p.m. to 6 a.m.
- b. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.

Parking at Designated CDD Parking Spots

The District hereby adopts the following parking rules for designated parking spots ("**Designated Parking Areas**") at the dog park and around the community:

- a. Parking in the Designated Parking Areas is for District patrons and guests only and limited while enjoying the District's common areas. No overnight parking is allowed between the hours of 10 p.m. to 6 a.m.
- b. Parking in the Designated Parking Areas shall be on a first come/first serve basis.
- c. No box trucks, trailers or other commercial vehicles are permitted in the Designated Parking Areas.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- b. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein ("**Towing Operator**").
- c. **TOWING/REMOVAL AUTHORITY.**

Roam Towing - The Towing Operator will/shall be permitted to conduct "roam" towing at the amenity and Designated Parking Areas, and between the hours of 10 p.m. to 6 a.m., in accordance with this Rule. The Towing Operator does not require authorization from the District to tow any vehicles in violation of this Rule. However, the Towing Operator shall render its services in accordance with this Rule, the Towing Agreement and Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

EXHIBIT A
Rule Relating to Parking Enforcement

Noticed Towing - The District's staff may contact the Towing Operator for removal of a vehicle parked in violation of this Rule. The Towing Operator shall render its services in accordance with this Rule, the Towing Agreement and Florida law, specifically the provisions set forth in section 715.07, Florida Statutes. Alternatively, the District's staff may elect to contact the City police or other local authority and notify such authority of any vehicle parked in violation of these rules.

- 4. OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
- 5. PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: **July 9, 2026**

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

ARTICLE II. STOPPING, STANDING AND PARKING¹

DIVISION 1. GENERALLY

Sec. 46-35. Definitions.

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context otherwise requires:

Designated disabled parking space means any public parking space posted with the sign bearing the internationally accepted wheelchair symbol and the caption "PARKING BY DISABLED PERMIT ONLY."

Owner means a person who holds the legal title of a vehicle. In the event a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or in the event a mortgagor of the vehicle is entitled to possession, then such conditional vendee, or lessee, or mortgagor shall be deemed the owner, for purposes of this article.

Park or parking means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by law under this article.

Parking enforcement specialist means a person appointed by the sheriff to enforce parking regulations who has successfully completed a training program established and approved by the police standards and training commission for parking enforcement specialists, but who does not otherwise meet the uniform minimum standards established by the police standards and training commission for police officers or auxiliary or part-time officers under F.S. § 943.12.

Parking ticket means an official form used by the sheriff to notify the owner of a vehicle that the vehicle is parked, stopped or standing in violation of the terms of this article.

Persons with disabilities means persons who have been issued an exemption parking permit pursuant to F.S. §§ 316.1958 and 320.0848 or a license plate pursuant to F.S. §§ 320.084, 320.0842, 320.0843 or 320.0845.

Public parking space means any parking space which the owner, lessee, or person in control of such property provides for use by members of the public other than employees of such owner, lessee, or person, including, but not limited to, parking spaces at shopping centers, stores, offices, motels, malls, restaurants, and marinas.

Stand or standing means the halting of a vehicle, whether occupied or not, other than temporarily, for the purpose of, and while actually engaged in, receiving or discharging passengers, as may be permitted by law under this article.

Stop or stopping, when prohibited, means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the directions of a law enforcement officer or traffic-control sign or signal.

Vehicle means any device, in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(Code 1982, § 1-20-26; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-36. Public parking spaces for persons with disabilities.

¹State law reference(s)—Authority to regulate stopping, standing or parking, F.S. § 316.008(1)(a); stopping, standing and parking, F.S. § 316.194v et seq.

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

No person shall park any vehicle in any designated parking space for persons with disabilities located within the unincorporated areas of the county or located on county-owned or leased property unless such vehicle displays a parking permit issued pursuant to F.S. §§ 316.1958 and 320.0848 or a license plate pursuant to F.S. §§ 320.084, 320.0842, 320.0843 or 320.0845 and such vehicle is transporting a person with disabilities eligible for such parking permit. However, any person who is chauffeuring a person with disabilities shall be allowed, without need for a parking permit, momentary parking in a designated parking space for persons with disabilities for the purpose of loading or unloading the person with disabilities.

(Code 1982, § 1-20-27; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-37. Parking in fire lanes.

No person shall park a vehicle in an area designated by the fire marshal to be a fire lane and marked as such.

(Code 1982, § 1-20-28; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-38. Regulation of parking in parking areas located on property owned or leased by county.

The board of county commissioners may, by resolution, regulate parking in parking areas located on property owned or leased by the county, whether or not such areas are located within the boundaries of chartered municipalities.

(Code 1982, § 1-20-29; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-39. Regulation of parking on road rights-of-way owned or leased by state.

No person shall park a vehicle in an area designated and marked by the state department of transportation as a no parking area.

(Code 1982, § 1-20-30; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-40. Enforcement.

(a) A deputy sheriff or parking enforcement specialist who discovers a vehicle parked in violation of this article shall issue a parking ticket approved for use by the board of county commissioners and shall attach the ticket to the vehicle in a conspicuous place. The parking ticket shall contain language providing notice of the following:

- (1) The type of violation and the amount of civil penalty imposed.
 - (2) The procedures to be followed in either paying the civil penalty or electing not to pay such civil penalty and requesting a hearing before a county judge concerning the parking violation.
 - (3) The penalty for failure to comply with directions contained on the citation.
- (b) The deputy sheriff or parking enforcement specialist shall determine the registered owner of the vehicle for which a parking ticket has been issued and shall complete the parking ticket form. The original copy of the parking ticket form shall be forwarded to the clerk when completed for processing.

(Code 1982, § 1-20-31; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-41. Civil penalties.

(a) Any person who stops, parks, or stands a vehicle in violation of the term of section 46-36 shall be deemed to be charged with a noncriminal violation and shall be assessed a civil penalty of \$250.00; \$2.00 of which shall be credited to the Criminal Justice Trust Fund of the county pursuant to F.S. § 938.15; and \$150.00 of which shall be used to provide funds for a physically disabled accessibility and public awareness program as follows:

- (1) One-third to defray expenses for administration of the program.

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

-
- (2) Two-thirds to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons in the county and to provide funds to conduct public awareness programs in the county concerning physically disabled persons.
- (b) Any person who stops, parks, or stands a vehicle in violation of the term of section 46-37 shall be deemed to be charged with a noncriminal violation and shall be assessed a civil penalty of \$32.00.
- (c) Any person who stops, parks, or stands a vehicle in violation of the term of section 46-38 or 46-39 shall be deemed to be charged with a noncriminal violation and shall be assessed a civil penalty of \$32.00.
- (d) Each day any violation occurs or continues shall be a separate offense.
- (e) The amount of any civil penalty specified in this section shall be increased by \$12.00 if payment is not received by the clerk within the described 14-day period after the date of mailing of the notice issued pursuant to the terms of section 46-42(c).
- (f) The owner of a vehicle is responsible and liable for payment of any parking ticket violations, unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, no later than 14 days after the day that the certified notice of the parking violation is mailed pursuant to section 46-42(d), to furnish to the appropriate law enforcement authority issuing the ticket, the name and address of the person or company who leased, rented, or otherwise had the care, custody, or control of the vehicle. The owner of a vehicle is not responsible for parking ticket violations if the vehicle involved, was at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle. The person who is charged with a violation of this section may not be convicted if, prior to or at the time of his court or hearing appearance, he produces in court or to the clerk in which the charge is pending proof that at the time the parking ticket was issued, the vehicle was stolen or in the case, custody, or control of some person who did not have permission of the owner to use the vehicle. The clerk is authorized to dismiss such case at any time prior to the defendant's appearance in court. The clerk may assess a fee of \$5.00 for dismissing the case under this section.
- (g) The clerk of the court shall supply the department of highway safety and motor vehicles with a magnetically encoded computer tape reel or cartridge which is machine readable by the installed computer system at the department, listing persons who have any outstanding violations of F.S. §§ 316.1955 and 316.1956, or any similar local ordinance regulating parking in spaces designated for use by persons with disabilities.
- (h) The amount of any civil penalty specified in this section shall be increased by \$5.00 for the purpose of funding school crossing guard programs. Such money shall be deposited in a newly created School Crossing Guard Trust Fund. Such fund shall also be used to fund start-up costs and recurring administrative costs related to printing new tickets or other means of implementing the school crossing guard programs. Funds collected from the surcharge shall be distributed quarterly to fund the school crossing guard training programs.

(Code 1982, § 1-20-32; Ord. No. 90-34, pt. A, 12-4-1990; Ord. No. 91-19, pt. B, 9-24-1991; Ord. No. 92-07, pt. A, 1-21-1992; Ord. No. 92-25, pt. A, 10-20-1992; Ord. No. 04-025, pt. A, 7-13-2004)

Sec. 46-42. Procedures governing payment of civil penalties and proceedings to enforce payment for county parking violations.

- (a) Any person issued a county parking ticket, pursuant to section 46-40, shall answer the ticket by either of the following procedures within a ten-day period which begins to run on the day immediately following the day that the ticket is issued:
- (1) Payment of the civil penalty indicated on the ticket may be remitted to the clerk, pursuant to the directions of such ticket, which civil penalty is subject to increase pursuant to the terms of this division; or
- (2) A hearing may be requested by the person receiving such citation or the cited vehicle's registered owner for the purpose of presenting evidence before a county judge concerning a parking violation. Any person

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

requesting a hearing shall execute a statement on a form prepared by the clerk indicating his willingness to appear at such hearing at a time and place specified thereon.

- (b) Any election to request the hearing constitutes a waiver of the right to pay the civil penalty indicated on the parking ticket, and a county judge, after the hearing, may impose a fine not to exceed \$100.00, plus court costs for each parking violation.
- (c) Upon receipt of a completed parking ticket submitted by a deputy sheriff or parking enforcement specialist, pursuant to section 46-40, the clerk shall notify the registered owner first listed on such ticket of its issuance if there has been no response pursuant to subsection (a) of this section. Such notice shall be sent by regular mail and shall inform the registered owner concerning the nature and location of the parking violation and direct compliance with either of the alternatives specified in subsection (a) of this section within a 14-day period which begins to run on the day immediately following the day that the notice is mailed, according to the records maintained by the clerk.
- (d) If payment of the civil penalty is not received or a hearing is not requested within the 14-day period after the notice described in subsection (c) of this section and such notice is not returned as undeliverable by the U.S. Postal Service, the clerk shall send similar notice to the owner that was cited, or the registered lessee when the cited vehicle is registered in the name of the person who leased the vehicle, by mail to the address given on the motor vehicle registration, of the ticket by certified mail requiring compliance with either of the alternatives specified in subsection (a) of this section within a 14-day period which begins to run on the day immediately following the day that the notice is mailed according to the records maintained by the clerk.
- (e) If the clerk receives proof of delivery of the notice mailed by certified mail, pursuant to subsection (d) of this section, and payment of the civil penalty is not received or a hearing requested within the 14-day period specified therein, the clerk shall cause the registered owner first listed on the parking ticket to be served in accordance with the Florida Rules of Civil Procedure with a summons requiring attendance at a hearing at a time and place specified in such order. A county judge, after the hearing, shall make a determination as to whether or not a parking violation has been committed and may impose a fine not to exceed \$100.00, plus court costs.
- (f) If the last day of a time period described above falls on a Saturday, Sunday, or legal holiday, the time period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(Code 1982, § 1-20-33; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-43. Jurisdiction.

The terms of this article shall be applicable in the unincorporated areas of the county and in areas owned or leased by the county, which are located within the boundaries of chartered municipalities.

(Code 1982, § 1-20-34; Ord. No. 90-34, pt. A, 12-4-1990)

Secs. 46-44—46-74. Reserved.

DIVISION 2. VEHICLE TOWING

Sec. 46-75. Removal of vehicles.

- (a) Any motor vehicle that is discarded, left or abandoned on any public road right-of-way under the jurisdiction of the county in the unincorporated area of the county may be removed or caused to be removed by the county sheriff's office after posting a notice on such vehicle advising that if such vehicle is not removed by the owner within 48 hours, it will be removed or caused to be removed by the sheriff's office; provided, however, that this subsection shall in no way limit the sheriff or any other law enforcement agency's authority to remove vehicles from the paved or main traveled part of any highway under the provisions of F.S. § 316.194.
- (b) A law enforcement officer, or code enforcement officer, may issue a citation and cause to be immediately removed at the owner's expense, any motor vehicle found in violation of F.S. § 316.1951 (parking for certain

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purposes prohibited) except as provided in F.S. § 316.1951 as may be amended. The owner shall be assessed a penalty as provided in F.S. § 318.18(21) as may be amended by the government agency or authority that orders removal of the motor vehicle. A motor vehicle removed under this section shall not be released from an impound or towing and storage facility before a release form prescribed by the department of highway, safety and motor vehicles has been completed verifying that the fine has been paid to the government agency or authority that ordered immediate removal of the motor vehicle. However, the owner may pay towing and storage charges to the towing and storage facility pursuant to F.S. § 713.78 before payment of the fine or before the release form has been completed.

(Code 1982, § 1-20-16; Ord. No. 78-6, § 1, 6-6-1978; Ord. No. 98-25, pt. A, 12-15-1998; Ord. No. 07-012, pt. A, 11-6-2007; Ord. No. 11-004, pt. A, 2-1-2011)

Sec. 46-76. Authority; intent to supplement.

This section, enacted pursuant to the authority granted in F.S. ch. 125 and F.S. § 715.07, is intended to supplement the provisions of F.S. § 715.07, relating to towing of vehicles illegally parked on private property.

(Code 1982, § 1-20-16.1; Ord. No. 07-012, pt. A, 11-6-2007)

Sec. 46-77. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Nonconsensual towing shall mean the recovery, towing, removal and storage of a vehicle or vessel without authorization of the vehicle/vessel owner or authorized driver and shall include both police directed tows and trespass towing/private property impounds, as defined herein.

Relay towing shall mean the prohibited practice in which the towing wrecker operator removes a vehicle and takes it to an alternate location other than the storage lot in order to simultaneously remove multiple vehicles in a reduced amount of time, then later transporting all vehicles to the storage facility.

Roam towing shall mean towing of vehicles, as defined in trespass towing, where the towing establishment has entered into a contract with a private property owner to roam their property during designated hours to remove illegally parked vehicles.

Trespass towing shall mean towing or removal of a vehicle that is illegally parked on private real property, at the property owner's direction, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07.

(Code 1982, § 1-20-16.2; Ord. No. 07-012, pt. A, 11-6-2007)

Sec. 46-78. Fees.

In addition to the other requirements of this article, no tow truck company shall, for compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection therewith without the prior express instruction of the vehicle/vessel owner or authorized driver, except in accordance with the following:

(1) *Nonconsensual tow.*

- a. Tow truck companies may, for compensation, recover, tow or remove a vehicle/vessel based upon a police-directed tow without the prior express instruction of the vehicle/vessel owner or authorized driver upon the prior express instruction of a law enforcement agency and in accordance with the terms of any contracts or agreements between the tow truck company and a governmental entity and/or law enforcement agency.
- b. The maximum fee is established which may be charged on the removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle as follows:

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Day or night service	\$155.00	\$225.00	\$350.00	\$530.00	\$514.00
Mileage charge	\$4.50	\$5.50	\$7.50	\$8.50	\$8.50
Time charge per ½ hour.**	\$60.00	\$60.00	\$122.00	\$258.00	\$400.00
**After 30 minutes on the scene, will be charged in increments of 30 minutes.					
Underwater recovery	\$200.00 flat rate for a certified scuba diver with full gear, not sheriff's office diver.				
Airbag recovery	\$720.00				
Administrative fee	\$43.00 — One time charge per tow.				
Additional manpower per ½ hour	\$60.00				
The fee schedule shown in this table is subject to annual revision based upon the provisions in section 46-79.					

Schedule for Storage

Maximum Rates

2018—2019

Class or Activity	Approved Rates
Inside storage — Any vehicle, boat, or trailer under 20 feet in length	\$45.00
Inside storage — Any vehicle, boat, or trailer over 20 feet in length	\$50.00
Outside storage — Any vehicle, boat, or trailer under 20 feet in length	\$35.00
Outside storage — Any vehicle, boat, or trailer over 20 feet in length	\$80.00
After hours gate fee — (Shall only be charged if the firm is closed after normal business hours. This charge will not be charged at the time of the after hour's call, but will be included in the final invoice to be paid at time the vehicle is retrieved)	\$42.00
Tarps and/or crash wrap — Per vehicle	\$25.00

;adv=9;The schedule of storage rates shall be set forth for the storage of vehicles. However, pursuant to F.S. § 713.78(2), no storage fee shall be charged if the vehicle is stored for less than six hours from the time the vehicle arrives at the storage facility. The schedule of storage fee shall be based upon 24-hour increments, calendar days.

- (2) *Private property impound.* Tow truck companies may for compensation recover, tow or remove a vehicle/vessel based upon a private property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of a real property owner or his authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the

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vehicle/vessel, provided that the requirements of this article are satisfied. The tow truck company recovering, towing or removing a vehicle/vessel shall, within 30 minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any). The tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record.

- a. Except as otherwise provided in this article, every prior express instruction made in writing or in person shall indicate the date and time of the instruction and shall be signed by real property owner/duly authorized agent in the presence of the tow truck company providing the service. The real property owner/the duly authorized agent shall also print his full name.
- b. Signing in the presence of the tow truck company/driver shall not be required for a prior express instruction made by the real property owner or authorized agent forwarded by facsimile transmission. All other requirements of this article shall apply and the real property owner or duly authorized agent shall provide in the facsimile instruction the specific location (i.e., address, parking space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either the license tag number or the vehicle identification number (if available) prior to the vehicle/vessel being towed. Such facsimile instruction shall include the real property owner's or authorized agent's signature and printed or typed full name and title, as well as an electronic confirmation or electronic stamp of the date and time the instruction was sent to the tow truck company. The tow truck company shall maintain copies of facsimile instructions.
- c. If specifically approved in the contract for service, signing in the presence of the tow truck company/driver shall not be required when a vehicle/vessel is parked and blocking public egress/ingress to the business/residential area. In such cases the tow truck company is required to photograph the car and its location prior to removal and said photograph shall conclusively show that the vehicle is clearly in violation of this subsection. The photograph must include a date and time stamp.
- d. No tow truck company/driver shall pay or rebate money, or solicit or offer the rebate of money, or other valuable consideration in order to obtain the privilege of rendering towing services.
- e. Except as otherwise provided in this article, no such prior express instruction shall be considered to have been given:
 1. By the mere posting of signage as required by F.S. ch. 715;
 2. By virtue of the terms of any contract or agreement between a tow truck company and a real property owner;
 3. When the prior express instruction occurs in advance of the actual unauthorized parking of the vehicle/vessel; or
 4. Where the prior express instruction is general in nature and unrelated to specific, individual and identifiable vehicles/vessels which are already parked without authorization.
- f. Each tow truck company shall enter into a written contract with every owner of private property that authorizes the tow truck company to tow vehicles/vessels from its property. This written contract shall include the beginning date of said contract, the names and titles of all persons (i.e., owner, property manager, condominium president, etc.) who have the authority to appoint persons (i.e., security guard, night watchman, on-site manager, etc.) who can authorize prior express instruction to the tow truck company to remove, recover or tow any vehicle/vessel from its property. The written contract shall also include the name and current telephone number of the tow truck company performing the towing service. Any addendum to the contract shall include additional names and titles as necessary. The tow truck company must keep on file each contract and addendum (if applicable) with the property owner. Such contract shall be maintained for at least 12 months after termination. The county and law enforcement officers may

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inspect and request a copy of any and all such contracts from the tow truck company during normal business hours. The tow truck company may not withhold production of the contract upon demand by the division or law enforcement. Failure to enter into or keep on file a contract with the property owner shall be a violation of this article. All contracts which were entered into prior to the effective date of this article, shall accomplish the requirements of this subsection by entering into an addendum to the current contract within one year following the enactment of this article.

- g. No vehicle towed as the result of trespass towing shall be towed to and/or stored at a location more than a 15-mile radius from the point of initiation of such trespass tow. No person who provides services (trespass, nonconsensual towing) pursuant to this section shall recover, tow, or remove a vehicle from this county to another county (or vice versus) for the purposes of trespass towing and impounding.
- h. Real property owners or authorized representatives shall not request the recovery, tow, or the removal of vehicles/vessels that are reasonably identifiable from markings or equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles/vessels which are marked as such or to property owned by any governmental entity.
- i. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or stored shall be liable to the vehicle owner or authorized representative for the costs of the services provided, any damages resulting from the recovery, towing, removal or storage and attorney's fees and court costs.
- j. The maximum fee which may be charged on trespass towing of the vehicle/vessel is as follows:

	Class A	Class B	Class C
Regular Wrecker Service	\$125.00	\$165.00	\$300.00
Administrative Fee	\$35.00		
Gate Fee (per day)	\$35.00 8:00 p.m. to 8:00 a.m.		
Outside Storage	\$25.00 per day		
Inside Storage	\$30.00 per day		
The fee schedule shown in this table is subject to annual revision based upon the provisions in section 44-79.			

- k. Persons who provide services pursuant to this section shall transport the vehicle directly to the storage site owned or leased by the towing service and the vehicle shall not be kept in any temporary holding area, unless the towing service is directed to do so by a law enforcement officer authorizing the tow.

(Code 1982, § 1-20-16.3; Ord. No. 07-012, pt. A, 11-6-2007; Ord. No. 11-004, pt. A, 2-1-2011; Ord. No. 12-016, pt. A, 9-4-2012; Ord. No. 18-010, pt. A, 8-7-2018)

Sec. 46-79. Review and automatic adjustment of fees.

- (a) The wrecker service fees shall be adjusted by the county administrator in April of each calendar year. Unless otherwise directed by the county commission, any adjustments to the wrecker service fees, made pursuant to this section, shall be effective the first Monday in October of each calendar year. All adjustments to the wrecker service fees shall be based on the methodology described in subsection (b) of this section.
- (b) The base for computing any adjustment is the January Consumer Price Index - All Urban Consumers for the United States, published each year by the United States Department of Labor, Bureau of Labor Statistics. For the purpose of this section, the initial index to be referenced is January 2008. The wrecker service fees shall be adjusted by the percentage change in the index.

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- (c) If the index is changed so that the base year is different, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

(Code 1982, § 1-20-16.4; Ord. No. 07-012, pt. A, 11-6-2007)

Sec. 46-80. Parking restricted on certain streets.

- (a) The term "parking," as used herein, means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaging in loading or unloading merchandise or passengers as may be permitted by law.
- (b) The parking of motor vehicles, except in cases of emergency, is hereby prohibited on the right-of-way of the following roads or streets, or indicated portions thereof, at all times unless otherwise indicated:

Angle Road (both sides), from its intersection of Orange Avenue North to its intersection with Avenue B.

Angle Road, within 300 feet of its intersection with Avenue D.

Angle Road, within 300 feet of its intersection with Avenue Q.

Angle Road, within 300 feet on either side of the entrance to Westwood High School.

Arnold Road, the entire length of the right-of-way, from South 35th Street West to South 39th Street.

Atlantic Beach Boulevard, the entire length of the right-of-way, from Shorewinds Drive to its end, North Jetty.

Avenue D, within 300 feet of its intersection with Angle Road.

Avenue Q, within 200 feet of its intersection with Angle Road.

Barrel Avenue (both sides), 490 feet east from Oleander Avenue to the dead end.

Beach Avenue (east side), within 100 feet of its intersection with Shady Lane.

Beach Avenue (west side), within 100 feet south of its intersection with Shady Lane.

Beach Avenue (west side), within 150 feet north of its intersection with Shady Lane.

Bell Avenue (south side), from the intersection of Oleander Avenue westerly approximately 700 feet.

Chamberlin Boulevard (north side), from 140 feet east of its intersection with U.S. Highway 1 (S.R. 5) for a distance of 300 feet to a point 440 feet east of its intersection with U.S. Highway 1 (S.R. 5).

Cortez Boulevard (both sides), from its intersection with 25th Street west for a distance of 250 feet. Parking is prohibited on the south side of Cortez Boulevard, from the west right-of-way of South 29th Street west a distance of 145 feet and from the east right-of-way of South 29th Street east a distance of 148 feet.

Darter Court (both sides), from its intersection with Okeechobee Road to the east end.

Digiorgio Road (both sides), from its intersection with Oleander Avenue to the west end approximately 1,900 feet. Parking is prohibited on both sides.

Edwards Road, from Will Fee Road west to Maravilla Boulevard, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday.

Elm Avenue, the entire length of the right-of-way, from West 1st Street to West 2nd Street, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. only.

Everglades Boulevard (center island), from its intersection of South Shores Road northerly to the end of the center island for a total distance of 714 feet.

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Flamingo Boulevard, the entire length of the right-of-way.

Glades Cut-Off Road, 500 feet on either side of the landfill entrance and on both sides of Glades Cut-Off Road.

Glades Cut-Off Road, within 350 feet in all directions of its intersection with Midway Road.

Indrio Road (both sides), from the projected centerline of Indian Pines Village Entrance 500 feet east and 500 feet west; for a total distance of 1,000 feet.

Industrial Avenue, 1 from 25th Street to Jefferson Parkway, from its intersection with 25th Street west for a distance of 250 feet. Parking is prohibited on the north side of Industrial Avenue 1 from 25th Street to Jefferson Parkway.

Jenkins Road, within 500 feet of its intersection with Orange Avenue (S.R. 68).

Juanita Avenue (both sides), from its intersection with North 25th Street (S.R. 615) west approximately 440 feet.

Metzger Road (both sides), the entire length of the right-of-way, 200 feet on the north side and 245 on the south side from Angle Road to North 39th Street.

Midway Road (C.R. 712), (both sides), from its intersection with Okeechobee Road (S.R. 70) a distance of 1,900 feet to the West right-of-way line of North St. Lucie Water Control District Canal No. 85.

Midway Road (south side), within 300 feet of its intersection with 25th Street.

Midway Road, within 350 feet in all directions of its intersection with Glades Cut-Off Road.

Moorings Lane, the entire length of the right-of-way, from North Ocean Drive to Oak Drive.

Naco Road (south side), from its intersection with Old Dixie Highway West a distance of approximately 1,056 feet.

North 39th Street (both sides), the entire length of the right-of-way, 210 feet on the east side and 244 feet on the west side from the Metzger Road intersection and 250 feet south of the Metzger Road intersection (both sides).

North Cortez Avenue (both sides), from its intersection with 25th Street west for a distance of 250 feet.

North Ocean Drive, the entire length of the right-of-way, from Sea Oats Drive to Shorewinds Drive.

Oak Drive, the entire length of the right-of-way.

Old Dixie Highway (both sides), from its intersection with Naco Road south a distance of approximately 1,056 feet.

Oleander Avenue, from the entrance to the State Farmers Market, southerly approximately 500 feet.

Oleander Avenue (east side), from West 1st Street to just south of the White School property, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. only.

Oleander Avenue (both sides), from its intersection with Edwards Road South to Digiorgio Road. Parking is prohibited on both sides.

Peacock Road (both sides), from its intersection with Okeechobee Road (S.R. 70) south a distance of 3,020 feet.

Peters Road (both sides), from its intersection of State Road 70 (Okeechobee Road) for the entire length to the end of the existing pavement.

Sea Oats Drive, the entire length of the right-of-way, from North Ocean Drive to Oak Drive.

Shady Lane, within 100 feet of its intersection with Beach Avenue.

Shorewinds Drive, the entire length of the right-of-way, from North Ocean Drive to Atlantic Beach Boulevard.

South Jenkins Road (both sides), from its intersection with Glades Cut Off Road to its intersection with North St. Lucie River Water Control District Canal No. 101

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South 33rd Street (west side), the entire length of the right-of-way from Peterson Road to Whiteway Dairy Road.

South 35th Street (west side), for a distance of 165 feet north of the centerline of Arnold Road and a distance of 1,754 feet south of the centerline of Arnold Road, ending just north of Cortez Boulevard.

South 36th Street, the entire length of the right-of-way, from Virginia Avenue south to Arnold Road.

Tamarind Drive, the entire length of the right-of-way, from Shorewinds Drive to Flamingo Boulevard.

Tumblin Kling Road, within 400 feet west of its intersection with U.S. Highway 1.

Weatherbee Road (both sides), from its intersection of U.S. Highway 1 to its east to its intersection with Pressler Lane.

West 2nd Street (north side), from Elm Avenue east to Oleander Boulevard, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. only.

West 2nd Street, entire length of right-of-way, from Elm Avenue west to Cypress Street, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. only.

Will Fee Road, between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday.

Windham Lane, the entire length of the right-of-way, from Atlantic Beach Boulevard to Oak Drive.

50th Street, within 200 feet of its intersection with Angle Road.

(c) The road superintendent of the county is directed to erect the necessary signs on the roads and streets, or portions thereof, covered by this section to advise the public that parking is prohibited at all times or during certain times, as provided in this section.

(d) Penalties for violation of this section shall be in accordance with state law.

(Code 1982, § 1-20-17; Ord. No. 74-2, §§ 1—5, 2-5-1974; Ord. No. 76-8, §§ 1—8, 8-10-1976; Ord. No. 78-1, § 1, 2-7-1978; Ord. No. 80-2, §§ 1—6, 8-2-1980; Ord. No. 86-38, pt. A, 6-24-1986; Ord. No. 86-48, pt. A, 8-5-1986; Ord. No. 87-22, pt. A, 3-10-1987; Ord. No. 87-30, pt. A, 3-31-1987; Ord. No. 87-37, pt. A, 4-28-1987; Ord. No. 88-81, pt. A, 11-15-1988; Ord. No. 88-82, pt. A, 12-17-1988; Ord. No. 88-87, pt. A, 12-27-1988; Ord. No. 89-25, pt. A, 3-28-1989; Ord. No. 90-2, pt. A, 1-16-1990; Ord. No. 90-24, pt. A, 5-15-1990; Ord. No. 90-33, pt. A, 6-26-1990; Ord. No. 90-52, pt. A, 12-18-1990; Ord. No. 91-04, pt. A, 1-15-1991; Ord. No. 93-11, pt. A, 2-9-1993; Ord. No. 93-25, pt. A, 2-8-1994; Ord. No. 94-16, pt. A, 7-19-1994; Ord. No. 94-19, pt. A, 9-6-1994; Ord. No. 95-09, pt. A, 3-28-1995; Ord. No. 95-18, pt. A, 6-6-1995; Ord. No. 95-37, pt. A, 9-5-1995; Ord. No. 96-06, pt. A, 2-21-1996; Ord. No. 03-21, pt. A, 6-10-2003; Ord. No. 03-34, pt. A, 8-19-2003; Ord. No. 04-027, pt. A, 8-17-2004; Ord. No. 04-028, pt. A, 8-17-2004; Ord. No. 06-006, pt. A, 2-7-2006; Ord. No. 06-009, pt. A, 3-7-2006; Ord. No. 12-001, pt. A, 1-3-2012; Ord. No. 16-007, pt. A, 5-17-2016; Ord. No. 21-037, pt. A, 9-7-2021; Ord. No. 24-017, pt. A, 5-7-2024)

Sec. 46-81. Ticketing of illegally parked vehicles; effect of failure to pay ticket or appear for hearing; evidence of violations.

- (a) Whenever any motor vehicle without a driver is found parked, stopped, or standing in violation of any restrictions imposed under this division, the law enforcement officer finding such vehicle shall take its license number, and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a notice in writing, on a form provided by the clerk of the county court, requiring the driver to pay a civil penalty of \$32.00 to such clerk within ten days or to appear before a hearing officer at the time, date and location specified on such notice.
- (b) If a violator of the restrictions on stopping, standing or parking under this division does not pay such civil penalty within such ten days or appear before a hearing officer as provided in such notice, a warrant for his arrest shall be issued.

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- (c) In any action charging a violation under this division governing the stopping, standing or parking of a motor vehicle, proof that the particular vehicle described in the complaint was parked, stopped or standing in violation under this division, together with proof that the defendant named in the complaint was at the time of such parking, stopping or standing the registered owner of such vehicle, shall be prima facie evidence that the registered owner of such vehicle was the person who stopped, stood or parked such vehicle at the point where, and for the time during which such violation occurred.

(Code 1982, § 1-20-18; Ord. No. 76-6, §§ 1—3, 7-13-1976; Ord. No. 91-19, pt. A, 9-24-1991)

Secs. 46-82—46-105. Reserved.

DIVISION 3. HEAVY VEHICLES AND EQUIPMENT IN RESIDENTIAL DISTRICTS

Sec. 46-106. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial vehicle means any vehicle designed, used or maintained primarily for the transportation of property with a gross vehicular weight of 10,000 pounds or more. It shall be presumed that any vehicle having a tax class of 40 to 44, both inclusive, is a commercial vehicle, as defined herein.

Industrial equipment means farm tractors, backhoes, bulldozers, draglines, cranes, derricks, heavy earthmoving equipment normally used in farming, excavation and/or heavy construction activities. It shall be presumed that any vehicle having a tax class of 94 is industrial equipment, as defined herein.

Recreational vehicle means a vehicle self-propelled or otherwise, designed and utilized for temporary lodging by the user when touring, camping, etc., of a size and weight as not to require a special highway movement permit when operated on the highway. It shall be presumed that any vehicle having a tax class of 60 to 64, both inclusive, is a recreational vehicle as defined herein.

Residential district shall mean any area zoned RE-2, RS-2, RS-3, RS-4, RMH-5, RM-5, RM-11, RM-18, RVP, PUD and HIRD, as defined in the St. Lucie County Zoning Resolution.

Semitrailer shall mean a semitrailer which is used or designed primarily for carrying commercial loads. It shall be presumed that any semitrailer having a tax class of 56 is a semitrailer, as defined herein.

(Code 1982, § 1-20-41; Ord. No. 78-4, § 1, 3-21-1978; Ord. No. 86-20, pt. A, 7-8-1986; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-107. Commercial vehicles and semitrailers prohibited or restricted in residential districts.

- (a) It shall be unlawful for any owner, agent, operator or person in charge of any commercial vehicle, or semitrailer, to park, stop, store or keep the same on any public street, avenue, alley or other thoroughfare or any right-of-way therewith within any residential district in the unincorporated areas for a period exceeding one hour in any 24-hour period, each such period commencing at the time of first stopping or parking unless a permit is first obtained from the sheriff's department of the county.
- (b) It shall be unlawful for any owner or lessee of real property in any residential district in the unincorporated area to park on, cause to be parked on or allowed to be parked on his, its or their residential property any commercial vehicle or semitrailer for a period exceeding one hour in a 24-hour period unless same is in an enclosed garage. Each such period shall commence at the time of first stopping or parking unless a permit is first obtained from the sheriff's department of the county, and as may be otherwise provided in this division. This restriction shall also apply to the owner, agent, operator or person in charge of any such vehicle in the event such person is not the owner or lessee of such real property.

(Code 1982, § 1-20-42; Ord. No. 78-4, § 2, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-108. Delivery and construction vehicles; emergency repairs.

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

-
- (a) The restrictions of section 46-107 shall not apply to the temporary parking of vehicles covered by such section on private property in residential districts whereon construction is underway, for which a current and valid building permit has been issued by the county, and such permit is properly displayed on the premises.
 - (b) The restrictions of section 46-107 of one hour in residential districts shall not apply to routine deliveries by tradesmen, or the use of trucks in making service calls, provided that such time in excess of one hour is actually in the course of business deliveries or servicing, as the case may be.
 - (c) The restrictions of section 46-107 shall not apply to a situation where such vehicle becomes disabled, and as a result of such emergency, is required to be parked within a residential district for longer than one hour, provided the owner, agent, operator or person in charge of such vehicles reports the location of the disabled vehicle to the sheriff of the county within two hours of being so parked and the sheriff issues a disabled vehicle permit which shall be posted on the vehicle while so parked. However, any such vehicle shall be removed from the residential district within 24 hours by wrecker towing if necessary, regardless of the nature of the emergency.

(Code 1982, § 1-20-43; Ord. No. 78-4, § 3, 3-21-1978; Ord. No. 89-20, pt. A, 3-14-1989; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-109. Industrial equipment prohibited or restricted in residential districts.

- (a) It shall be unlawful for any owner, agent, operator or person in charge of any industrial equipment to park, stop, store or keep such equipment on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the unincorporated area at any time unless moving directly to or from or actually located at any excavation or construction site whereon construction, clearing, removal of debris or other building and/or excavation activities are either currently underway or will commence within the next 24 hours and for which a current and valid permit has been issued by the county and such permit is properly displayed on the premises. Industrial equipment used in lot clearing, tree trimming or removal, lawn care and related services is also included although a specific building permit may not be required and nothing in this division is intended to require a building permit where not otherwise required.
- (b) It shall be unlawful for any owner of property in any residential district of the unincorporated area to park on, cause to be parked on, or allow to be parked on his, its or their residential property any industrial equipment, as previously defined in this division, at any time unless such industrial equipment is used on property whereon construction, clearing, removal of debris and/or other similar activities are currently underway or will commence within the next 24 hours and for which a current and valid permit has been issued by the county and such permit is properly displayed on the premises. Heavy equipment used in lot clearing, tree trimming or removal, lawn care and related services is also included herein although a specific building permit may not be required and nothing in this division is intended to require a building permit where not otherwise required. However, mowers, clippers, edgers, drills, saws, sanders and other normal tools and implements of home lawn and garden maintenance and repair, whether motorized or not, are not considered to be industrial equipment.
- (c) Exempt from the foregoing provisions are items of industrial equipment in actual use or moving directly to or from the location of actual use:
 - (1) Owned or leased by the county or the City of Fort Pierce for the accomplishment of a governmental purpose such as tree trimming, road repair or construction, water or sewerage system repair or construction, maintenance of street and traffic lights and/or similar activities.
 - (2) Owned or leased by a contractor or subcontractor under agreement with the city or county to accomplish a county purpose as provided above.
 - (3) Owned or leased by a recognized public utility operating within the unincorporated areas of the county or by a contractor or subcontractor under agreement with such public utility for the accomplishment of some installation maintenance, adjustment and/or repair to such public utility.

EXHIBIT A

WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING ENFORCEMENT

Attachment No. 1

(Code 1982, § 1-20-44; Ord. No. 78-4, § 4, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-110. Permits.

The sheriff of the county or his duly authorized designee may issue, upon proper application therefor by the owner or his authorized representative to the sheriff's department, a permit extending the parking time limits set forth in section 46-107 up to, but not exceeding 24 hours upon establishing that such permit is requested in good faith for a reasonable cause shown or demonstrated to the sheriff or his designee and not for the purpose of avoiding the intent or objectives of this division.

- (1) Whenever any motor vehicle without a driver is found parked, stopped or standing in violation of any restrictions imposed under this division, the law enforcement officer finding such vehicle shall take its license number, and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a notice in writing, on a form provided by the clerk of the county requiring the driver to pay a civil penalty of \$32.00 to such clerk within ten days or to appear before a hearing officer at the time, date and location specified on such notice.
- (2) If a violator of the restrictions on stopping, standing or parking under this division does not pay such civil penalty within such ten days or appear before a hearing officer as provided in such notice, a warrant for his arrest shall be issued.
- (3) In any action charging a violation under this division governing the stopping, standing or parking of a motor vehicle, proof that the particular vehicle described in the complaint was parked, stopped or standing in violation under this division, together with proof that the defendant named in the complaint was at the time of such parking, stopping or standing the registered owner of such vehicle, shall be prima facie evidence that the registered owner of such vehicle was the person who stopped, stood or parked such vehicle at the point where, and for the time during which, such violation occurred.

(Code 1982, § 1-20-45; Ord. No. 78-4, § 5, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990; Ord. No. 91-19, pt. C, 9-24-1991)

Sec. 46-111. Application of superseding county ordinances and state laws.

This division is primarily for the purpose of protecting residential zoning. Therefore, any ordinances of this county or laws of this state providing for the regulations of motor vehicles are in addition to this division, and wherever any provision of some other ordinance or applicable statute, whether primarily for the regulation of motor vehicles or for the purposes of zoning, imposes more stringent requirements, regulations, restrictions or limitations than are imposed or required by the provisions of this division, the more stringent requirements, regulations restrictions or limitations shall apply.

(Code 1982, § 1-20-46; Ord. No. 78-4, § 6, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-112. Exemption for recreational vehicles.

The provisions of this division shall not apply to recreational vehicles used exclusively for recreational purposes.

(Ord. No. 78-4, § 7, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990)

Sec. 46-113. Conformity with existing ordinances.

This division shall not be construed as authorizing trucks to utilize any street or other public thoroughfare of the unincorporated areas of the county over which such vehicular traffic is now or hereafter prohibited by ordinance, or lawful order of the sheriff's department.

(Code 1982, § 1-20-48; Ord. No. 78-4, § 8, 3-21-1978; Ord. No. 90-34, pt. A, 12-4-1990)

Secs. 46-114—46-139. Reserved.

EXHIBIT B
Form of Agreement

AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS

THIS AGREEMENT made and entered as of the date signed by the last party below (the "Effective Date"), by and between the **ST. LUCIE COUNTY** (hereinafter "County"), a political subdivision of the State of Florida, and **WATERSTONE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner"), a special purpose unit of local government established under Chapter 190, Florida Statutes.

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the County and the Owner of the private roads; and

WHEREAS, the Owner holds legal title to the roads located within the Waterstone Community in the unincorporated area of the County; and

WHEREAS, the Owner has requested that the County exercise traffic enforcement jurisdiction over the Owner's roads on the terms and conditions set forth herein; and

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with Chapter 190, Florida Statutes, and other applicable governing documents; and

WHEREAS, the County has consulted the St. Lucie County Sheriff regarding traffic control and enforcement within CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. Authorization. The Owner holds legal title to the roads described in Exhibit "A" and its Board of Supervisors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.

2. Traffic Enforcement. Pursuant to Section 316.006(3)(b), Florida Statutes, the County and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit "A" attached hereto and incorporated by this reference to the County. The St. Lucie County Sheriff (hereinafter "Sheriff") shall enforce the Florida Uniform Traffic Control Laws and the Code of Ordinances of St. Lucie County, Florida on such roads. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the Sheriff. Owner may in no way attempt to influence or otherwise control County relating to the enforcement of traffic laws by the Sheriff on the Owner's roadways.

3. Costs. The County may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by May 1 of each year. Such invoice shall be paid by Owner on or before June 1 of each year.

4. Traffic Control Devices. Owner has provided to the County an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices/signs conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such

EXHIBIT B
Form of Agreement

certification is attached hereto as Exhibit "C." Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the County shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the County may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the Sheriff enforcing any traffic laws under this Agreement.

5. Release and Indemnification. In consideration for making and entering into this Agreement described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner, by its presence, for itself and for anyone claiming by, through, or under it, respectively, does hereby fully and forever disclaim, waive, surrender, remise, release, acquit, satisfy, and discharge County, its employees, representatives, agents, commissioners, and the St. Lucie County Sheriff, his employees, representatives, or agents, individually, jointly and severally, from any rights, powers, prerogatives, injuries, privileges, and interests (beneficial or otherwise), claims, demands, damages, both compensatory and punitive, costs and attorney's fees, actions, causes of action, whether arising at law or in equity, arising from, in connection with, or by reason of actions and causes of action whether arising at law or in equity, arising from, in connection with, or by reason of this Agreement. To the extent permitted by law without waiver of sovereign immunity in tort, Owner shall indemnify, defend, and hold harmless the County and/or Sheriff and all of their respective officers, deputies, agents, representatives, and employees, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, caused by negligence of the Owner or its officers, agents, representatives, or employees.

6. Term. This Agreement shall commence upon its Effective Date and have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year renewal terms upon written request by Owner to County no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the County Commission at a public meeting. County Commission may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven (7) calendar days prior to the date of termination.

7. Entire Agreement. This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the County Council at a public meeting and executed in writing by the parties.

8. Assignment. This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.

9. Maintenance. Owner shall continue to be responsible for the maintenance of the roads described in Exhibit "A" in a reasonable condition and the Sheriff shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.

10. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the County is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the County, and the Owner shall be entitled to none of the rights, privileges, or benefits of County employees.

EXHIBIT B
Form of Agreement

11. Employee Status. Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

12. Notice. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

County:

Required Copy to:

County Administrator
2300 Virginia Avenue.
Fort Pierce, Florida 34982

Sheriff
4700 W. Midway Road
Fort Pierce, FL 34981

Owner:

Waterstone Community Development District
District Manager, c/o GMS-SF, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

WHEREFORE, the parties hereto have executed the *Agreement for Traffic Enforcement on CDD Roads*.

ATTEST

ST.LUCIE COUNTY

By: _____
Name: _____
Title: County Clerk

By: _____
Name: _____
Title: Chair, Board of County Commissioners
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: County Attorney

EXHIBIT B
Form of Agreement

WITNESS

**WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson
Date: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____ as _____, of WATERSTONE COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or who has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT B
Form of Agreement

EXHIBIT "A"
CDD Roads

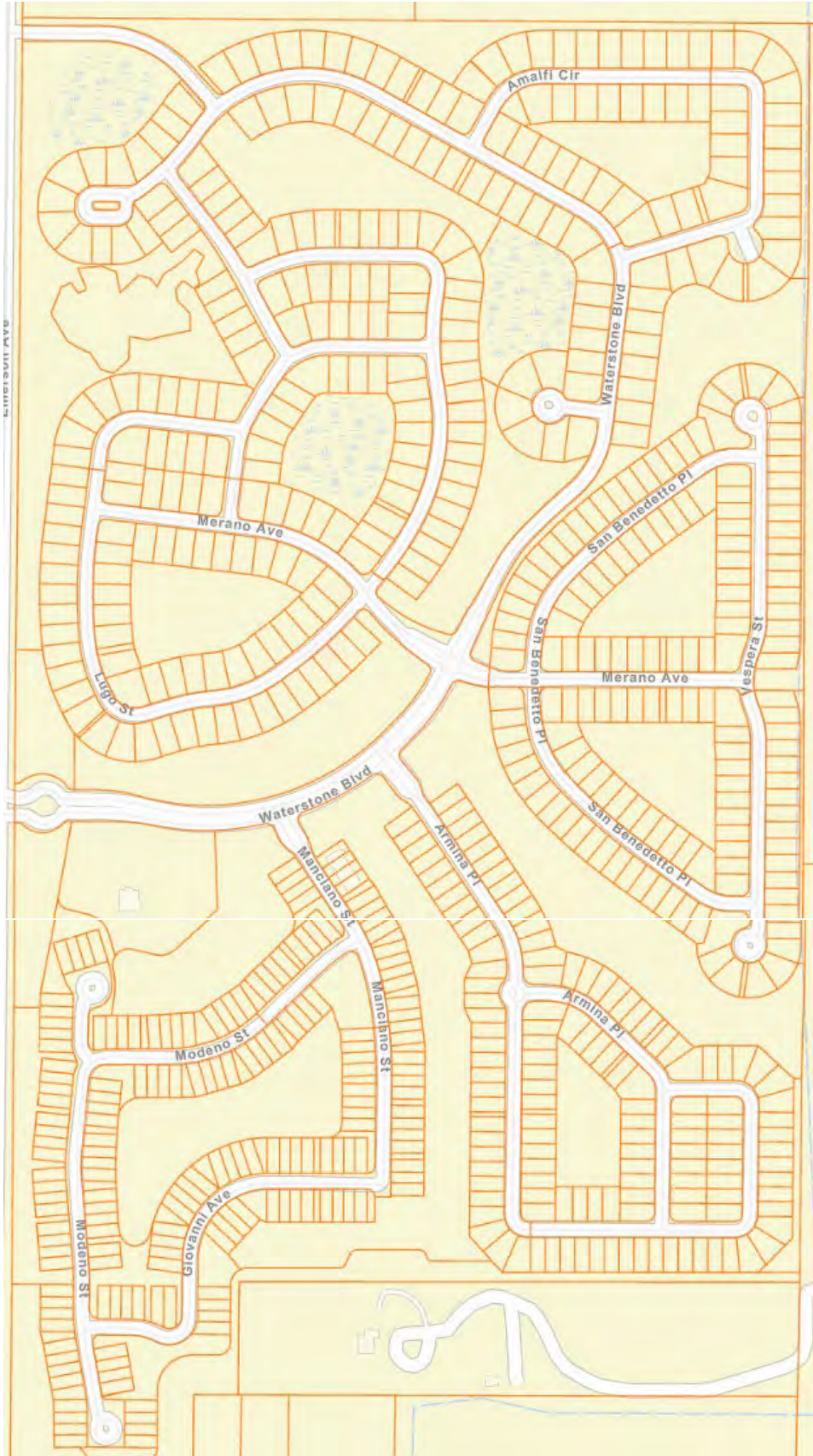


EXHIBIT B
Form of Agreement

EXHIBIT "B"
Certificate of Insurance

EXHIBIT B
Form of Agreement

EXHIBIT "C"
Engineer's Certification

This Engineer's Certification is issued solely for the purpose of the Agreement For Traffic Enforcement on CDD Roads between St. Lucie County ("County") and Waterstone Community Development District ("Owner".)

Owner's roads were substantially completed in 2007 as shown in the Post Construction Record Drawings certified by CCL Consultants, Inc. on August 27, 2007. Since 2007, Owner's Roads have received maintenance work consisting of milling, surfacing and pavement marking on some roads without changing the original design.

20 MPH speed signs have been added to Owner's roads as shown in Exhibit C-1 attached to this certification.

Alvarez Engineers, Inc. has inspected Owner's roads and certifies that, at the time of inspection, Owner's roads were in substantial conformance with the objectives for Residential Street Design as described in Chapter 16 of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as per Rule # 14-15.002, F.A.C.

Print Name: _____
FL P.E. No. _____

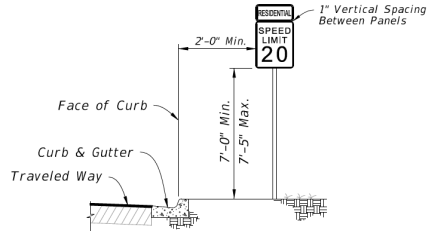
EXHIBIT B
Form of Agreement

EXHIBIT "C"
Engineer's Certification



GOVERNING STANDARDS

All signing and pavement markings installed as part of these plans shall conform to the 2009 edition of the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices for street and highways, the Florida Department of Transportation (FDOT) Standard Plans, FY 2022-23, and the FDOT Standard Specifications for Road and Bridge Construction, FY 2022-23. All sign panels shall be fabricated to comply with the FHWA Standard Highway Signs, 2004 Edition and 2012 Supplement.



CASE V

Use in Business or Residential Areas Only

FOUNDATION TABLE							
Column (Post) Size		Foundation Alternatives					
		Driven Post *			Concrete (Class I)		
Outside Diameter (in)	Wall Thk. (in)	Embedment without Soil Plate	Depth (ft) with Soil Plate	Diameter (ft)	Embedment Depth (ft)	Stub Length (ft)	
2.0	1/8	4.5	2.5	---	---	---	
2.5	1/8	5.0	3.0	---	---	---	
3.0	1/8	5.0	3.5	---	---	---	
3.5	3/16	6.0	4.5	---	---	---	
4.0	1/4	---	---	2.0	3.5	3.0	
4.5	1/4	---	---	2.0	4.0	3.0	
5.0	1/4	---	---	2.0	4.5	3.0	
6.0	1/4	---	---	2.0	5.0	3.0	
8.0	1/4	---	---	2.0	5.5	3.0	

* INSTALLING FRANGIBLE COLUMN SUPPORTS:

Columns (posts) 3 1/2" O.D. and less are considered frangible and may be installed either by driving the post or setting the posts in preformed holes. Backfill preformed holes with suitable material tamped in layers not thicker than 6" (to provide adequate compaction) or filled with flowable fill or bagged concrete.

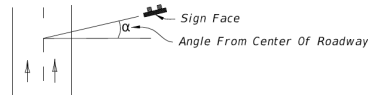
Min. Post Diameter and Min. Driven Post in Ground

GENERAL NOTES:

- Aluminum Sign, Wind Beams and Column (Post) Materials:
 - Aluminum Plates: ASTM B209, Alloy 6061-T6
 - Aluminum Bars and Extruded Shapes: ASTM B221, Alloy 6061-T6
 - Aluminum Structural Shapes: ASTM B221 Alloy 6061-T6
 - Cast Aluminum: ASTM B26 Alloy A356-T6
 - Aluminum Weld Material: ER 5356 or 5356
- Sign Mounting Bolts, Nuts and Washers:
 - Aluminum Button Head and Flat Head Bolts: ASTM F468 Alloy 2024-T4
 - Aluminum Hex Nuts: ASTM F467 Alloy 6061-T6 or 6262-T9
 - Aluminum Washers: ASTM B221, Alloy 7075-T6
- Stainless Steel Bolts, Nuts and Washers may be used in lieu of the Aluminum button head and flat head bolts as follows:
 - Stainless Steel Bolts: ASTM F193 Alloy Group 2, Condition A, CW1 or SH1
 - Stainless Steel Nuts: ASTM F594
- Sign Column (Post) Bolts, Nuts and Washers:
 - Galvanized U-Bolt (Column): ASTM A449 or ASTM A193 B7 according to ASTM F2329 with double nuts (nut and lock washer optional).
 - Aluminum Bolts (Sleeve): ASTM F468, Alloy 6061-T6 or 2024-T4 with Hex Nuts F467 6061-T6 or 6262-T9 and Washers B221, Al clad 2024-T4
 - Galvanized High Strength Hex Head Bolts (Base Bolts): ASTM F3125, Grade A325, Type 1
 - Galvanized Hex Nuts: ASTM A563 Grade D
 - Galvanized Washers: ASTM F436
 - Galvanized Bolts (Sleeve): ASTM A307 with Galvanized Hex Nuts and Washers
- Coatings:
 - Aluminum Fasteners: Anodic coating (0.0002 inches mint.) and chromate sealed
 - High Strength Steel Bolts Nuts and Washers: ASTM F2329
 - All other steel items (excluding stainless steel): Hot-dip Galvanize-ASTM A123
 - Repair damaged galvanizing in accordance with Specification 562

6. Verify the length of sign supports in the field prior to fabrication.

7. Install ground signs at an angle of 1 to 4 degrees away from the traffic flow (see illustration). Install shoulder mounted signs rotated counterclockwise and median mounted signs rotated clockwise. Install signs on a curve as noted above from the perpendicular to the motorist line of sight.



NOT FOR CONSTRUCTION
PRELIMINARY AND SUBJECT TO CHANGE

REVISIONS				Alvarez Engineers, Inc. FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 25 Lane, Suite 101 Doral, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346	WATERSTONE CDD		SPEED LIMIT SIGNING PLAN	SHEET NO. S-2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROADS	COUNTY		
						ST. LUCIE		

ccastanera

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 31, 2026

Board of Supervisors
Waterstone Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Waterstone Community Development District, St. Lucie County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Waterstone Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSFL.COM

Our fee for these services will not exceed \$4,400 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Waterstone Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Waterstone Community Development District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

Waterstone CDD

COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR INFORMAL QUOTE

MAID IN PARADYSE, CLEANING SERVICE

Quote Request Number	[INSERT NUMBER OR "N/A"]
From (District)	WATERSTONE COMMUNITY DEVELOPMENT DISTRICT
District/Management Address	8851 Waterstone Blvd., Fort Pierce, FL 34951
To (Vendor)	Maid in Paradsye
Vendor Contact	Anthony Paradyse, Owner, paradyseant@gmail.com
Issue Date	July 22, 2026
Questions Due	N/A"
Quote Due	08/05/2026, 12:00 PM EST
Submission Method	EMAIL
District Contact	Monique Lesnansky, Field Operations, MLesnansky@calmfla.com

This informal request is intended for purchases or services below the applicable formal solicitation threshold. It is not a formal RFP, invitation to bid, or guarantee of award.

1. INFORMAL QUOTE REQUEST LETTER

Date	July 22, 2026
To	MAID IN PARADYSE
Attention	Anthony Paradyse, Owner
Email	paradyseant@gmail.com
From	WATERSTONE COMMUNITY DEVELOPMENT DISTRICT
Subject	Informal Quote Request – Cleaning Service

Dear Maid in Paradyse:

Waterstone Community Development District (the “District”) is requesting a written quote for twice weekly cleaning service. This request is being issued as an informal procurement for an anticipated purchase below the District’s applicable formal solicitation threshold.

Please review the requested scope, schedule, pricing form, and general conditions included in this document. Submit your completed quote no later than August 5, 2026 by email to Monique Lesnansky - Mlesnansky@calmfla.com and Andressa Hinz Philippi - ahphilippi@gmssf.com.

The District may request clarification, negotiate scope or pricing, obtain additional quotes, reject any or all quotes, or cancel this request without award. No vendor is authorized to begin work until the District issues a written notice to proceed, purchase order, work authorization, or fully executed agreement, as applicable.

Thank you for your interest in serving the District.

Sincerely,

Monique Lesnansky, Field Operations

Waterstone Community Development District

2. PROJECT AT A GLANCE

Project / Service	Twice a week facility cleaning
Location(s)	Waterstone Clubhouse, 8851 Waterstone Blvd., Fort Pierce, FL 34951
Requested Start	As soon as authorized
Completion / Service Term	[INSERT DATE, DURATION, OR TERM]
Estimated Budget, if disclosed	\$100.00 Per Service
Site Visit	NOT APPLICABLE
Quote Validity	Every Sunday and Monday

3. SCOPE OF WORK / GOODS / SERVICES

The vendor shall furnish all labor, supervision, materials, equipment, tools, transportation, delivery, permits, disposal, documentation, and incidentals necessary to provide a complete and satisfactory result, except for items specifically identified as being provided by the District.

3.1 District Need and Objective

Twice a week, every Sunday and Monday, facility cleaning to clubhouse, gym, bathrooms, card room, children's room, entrance walkway, pool area, and kitchen area.

3.2 Required Tasks or Specifications

- Clubhouse; sweep, dust, mop, window/window seal wipe down - SERVICE #1
- Kitchen Area; wipe down of counter/surface areas, sink, microwave, refrigerator - SERVICE #2
- Children's Room; declutter, correctly arrange furniture, wipe down surfaces - SERVICE #3
- Card Room; wipe down tables/chairs, sweep, dust, mop - SERVICE #4
- Gym; wipe down equipment, vacuum - SERVICE #5
- Bathrooms; restock toilet paper/paper towel/soap, sweep, mop, wipe down surface areas - SERVICE #6
- Pool Area; empty out trash receptacles, wipe down table/chairs - SERVICE #7

3.3 Service Locations and Access

Location / Facility	Address or Area	Access / Scheduling Notes
[INSERT LOCATION]	[INSERT ADDRESS OR AREA]	[INSERT ACCESS REQUIREMENTS]
[INSERT LOCATION]	[INSERT ADDRESS OR AREA]	[INSERT ACCESS REQUIREMENTS]
[INSERT LOCATION]	[INSERT ADDRESS OR AREA]	[INSERT ACCESS REQUIREMENTS]

3.4 District-Provided Items and Exclusions

- [LIST UTILITIES, ACCESS, INFORMATION, EQUIPMENT, OR MATERIALS PROVIDED BY THE DISTRICT.]
- [LIST ITEMS EXPRESSLY EXCLUDED FROM THE VENDOR'S SCOPE.]

4. SCHEDULE AND PERFORMANCE REQUIREMENTS

Milestone	Required Date / Frequency	Notes
Notice / Work Authorization	After Written Authorization	[INSERT NOTES]
Mobilization / Delivery	[INSERT DATE OR LEAD TIME]	[INSERT NOTES]
Substantial Completion	[INSERT DATE]	[INSERT NOTES]
Final Completion / Acceptance	[INSERT DATE]	[INSERT NOTES]
Recurring Service Frequency	Every Sunday and Monday	[INSERT NOTES]

The vendor shall promptly identify any lead-time, scheduling, availability, weather, access, permitting, or supply-chain issue that may affect performance. Dates may be adjusted only through written authorization by the District's designated representative.

5. QUOTE SUBMISSION REQUIREMENTS

The quote should be concise and must include the following information:

1. Completed Vendor Information and Certification Form.
2. Completed Pricing Form showing all labor, materials, equipment, delivery, taxes, fees, allowances, alternates, and optional items.
3. Description of the vendor's proposed approach, products, equipment, or services, including manufacturer and model information when applicable.
4. Proposed schedule, mobilization time, delivery time, and completion duration.
5. Warranty information and any ongoing maintenance requirements.
6. Copies of applicable licenses, registrations, or certifications.
7. Evidence of insurance or confirmation that required insurance can be provided before work begins.
8. A clear list of assumptions, exclusions, substitutions, exceptions, and requested contract changes.

6. PRICING FORM

Item / Description	Qty.	Unit	Unit Price	Extended Price
[BASE SCOPE ITEM #1]	[QTY]	[UNIT]	\$(INSERT)	\$(INSERT)
[BASE SCOPE ITEM #2]	[QTY]	[UNIT]	\$(INSERT)	\$(INSERT)
[BASE SCOPE ITEM #3]	[QTY]	[UNIT]	\$(INSERT)	\$(INSERT)
[BASE SCOPE ITEM #4]	[QTY]	[UNIT]	\$(INSERT)	\$(INSERT)
[ALLOWANCE, IF ANY]	[QTY]	[UNIT]	\$(INSERT)	\$(INSERT)

6. PRICING FORM - CONTINUED

Pricing Component		Amount
Base Quote		\$100 per service
Alternate / Optional Item #1		\$[INSERT]
Alternate / Optional Item #2		\$[INSERT]
Delivery / Mobilization		\$[INSERT OR "INCLUDED"]
Permits / Fees		\$[INSERT OR "INCLUDED"]
Taxes		EXEMPT
Other Charges		\$[INSERT OR "NONE"]
TOTAL QUOTED AMOUNT		\$[INSERT TOTAL]
Payment Terms	[INSERT TERMS, E.G., NET 30 AFTER ACCEPTANCE AND APPROVED INVOICE]	
Deposit Requested	[INSERT AMOUNT / PERCENTAGE / "NONE"]	
Quote Valid Through	[INSERT DATE]	
Estimated Lead Time	[INSERT]	
Estimated Duration	[INSERT]	
Warranty	[INSERT TERM AND COVERAGE]	

7. VENDOR QUALIFICATIONS AND DOCUMENTS

The District may request some or all of the following before award or before work begins. Delete items that do not apply and add category-specific requirements.

- [CURRENT BUSINESS LICENSE, PROFESSIONAL LICENSE, OR CONTRACTOR LICENSE.]
- [W-9 FORM.]
- [CERTIFICATE OF INSURANCE MEETING DISTRICT REQUIREMENTS.]
- [PROOF OF WORKERS' COMPENSATION COVERAGE OR VALID EXEMPTION.]
- [REFERENCES OR EXAMPLES OF COMPARABLE WORK.]
- [BACKGROUND SCREENING, SECURITY, ACCESS, OR BADGING DOCUMENTS.]
- [PRODUCT DATA, SAFETY DATA SHEETS, WARRANTY, OR MANUFACTURER AUTHORIZATION.]
- [BOND, PERMIT, OR OTHER PROJECT-SPECIFIC DOCUMENTATION, IF REQUIRED.]

7.1 Minimum Vendor Requirements

- The vendor must be legally authorized and properly licensed to perform the quoted work.
- The vendor must have sufficient personnel, equipment, experience, and financial capacity to complete the work.
- The vendor must disclose proposed subcontractors and remain responsible for all subcontracted work.
- The vendor must promptly disclose any actual or potential conflict of interest.

8. INFORMAL QUOTE TERMS AND CONDITIONS

8.1 Informal Procurement. This request is intended for an anticipated purchase below the District's applicable formal solicitation threshold. It does not create a formal competitive solicitation process and does not obligate the District to award work.

8.2 District Discretion. The District may accept, reject, waive informalities, request clarification, obtain additional quotes, negotiate price or scope, divide the work, select an alternate, or cancel the request, subject to applicable law and District policies.

8.3 No Authorization to Proceed. A submitted quote or verbal direction does not authorize work. The vendor may proceed only after receiving the written authorization required by the District, such as an executed agreement, purchase order, work authorization, or notice to proceed.

8.4 Complete Pricing. Unless clearly stated otherwise, quoted prices must include all labor, supervision, materials, equipment, transportation, delivery, mobilization, permits, disposal, overhead, profit, and other costs necessary to complete the work.

8.5 Site and Conditions. The vendor is responsible for reviewing available information and verifying visible site conditions, measurements, quantities, access, and other factors necessary to prepare its quote. The vendor shall promptly report any discrepancy.

8.6 Changes and Additional Work. No change, substitution, extra work, or price increase is valid unless approved in writing by an authorized District representative before the work is performed.

8.7 Licenses, Laws, and Safety. The vendor shall comply with applicable laws, codes, permits, licensing requirements, safety rules, and manufacturer instructions and shall maintain a safe and orderly work area.

8.8 Insurance. Before commencing work, the vendor shall provide insurance acceptable to the District, if required, and shall maintain coverage throughout performance. Insert project-specific limits or attach the District's standard insurance requirements.

8.9 Damage and Restoration. The vendor is responsible for damage caused by its personnel, subcontractors, equipment, or operations and shall restore affected property to the District's reasonable satisfaction.

8.10 Inspection and Acceptance. Work, goods, and services are subject to District inspection and acceptance. The vendor shall correct defective, incomplete, or nonconforming work without additional charge.

8.11 Invoicing and Payment. Invoices must reference the applicable purchase order or work authorization, itemize the work performed, and include supporting documentation requested by the District. Payment is subject to acceptance, budget availability, and applicable District procedures.

8.12 Public Records. Quotes, supporting documents, communications, and resulting agreements may become District records and may be subject to applicable public-records requirements.

8.13 Contract Documents. The final agreement may include this request, the vendor's quote, negotiated revisions, a purchase order or work authorization, the District's standard terms, and other incorporated documents. In case of conflict, the District-approved contract documents will control.

9. VENDOR INFORMATION AND CERTIFICATION FORM

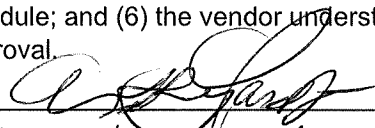
Legal Business Name	[INSERT]
DBA / Trade Name	[INSERT OR "N/A"]
Business Address	[INSERT]
Contact Person / Title	[INSERT]
Telephone	[INSERT]
Email	[INSERT]
Website	[INSERT OR "N/A"]
Federal Tax ID	[INSERT OR PROVIDE ON W-9]
License / Registration No.	[INSERT OR "N/A"]
Years in Business	[INSERT]

9.1 References

Client / Organization	Contact / Email / Phone	Comparable Work
[REFERENCE #1]	[INSERT]	[INSERT]
[REFERENCE #2]	[INSERT]	[INSERT]
[REFERENCE #3]	[INSERT]	[INSERT]

9.2 Vendor Certification

By signing below, the undersigned certifies that: (1) the information and pricing submitted are accurate and complete; (2) the signer is authorized to bind the vendor; (3) the quote will remain valid through the stated validity period; (4) all assumptions, exclusions, substitutions, and exceptions are clearly disclosed; (5) the vendor can meet the proposed schedule; and (6) the vendor understands that no work is authorized until the District provides the required written approval.

Authorized Signature: 

Printed Name: Anthony V. Paradise

Title: Owner

Date: 8/5/2026

10. DISTRICT USE ONLY

Quotes Requested From	[INSERT VENDORS]
Quotes Received	[INSERT VENDORS / AMOUNTS]
Recommended Vendor	[INSERT]
Selection Basis	[PRICE / QUALIFICATIONS / AVAILABILITY / BEST VALUE / OTHER]
Budget Account	[INSERT]
Approval Required	[DISTRICT MANAGER / CHAIR / BOARD / OTHER]
Approval Date	[INSERT]
PO / Work Authorization No.	[INSERT]

APPENDIX A - OPTIONAL INTERNAL PROCUREMENT CHECKLIST

TEMPLATE INSTRUCTIONS

This page is for District internal use and may be removed before the quote request is sent to vendors. Modify it to match the District's adopted procurement policies, purchasing thresholds, delegation of authority, and record-retention procedures.

Done	Internal Review Item	Initials / Date / Notes
	Confirmed estimated amount is below the applicable formal solicitation threshold.	[INITIALS / DATE / NOTES]
	Confirmed budget availability and correct general ledger / budget account.	[INITIALS / DATE / NOTES]
	Determined the number of informal quotes required by District policy.	[INITIALS / DATE / NOTES]
	Prepared a clear scope, specifications, service frequency, and completion schedule.	[INITIALS / DATE / NOTES]
	Identified whether a site visit is necessary.	[INITIALS / DATE / NOTES]
	Confirmed required licenses, permits, insurance, bonds, and background checks.	[INITIALS / DATE / NOTES]
	Provided the same material information to all vendors invited to quote.	[INITIALS / DATE / NOTES]
	Documented questions, clarifications, and revisions provided to vendors.	[INITIALS / DATE / NOTES]
	Received and retained written quotes and supporting documents.	[INITIALS / DATE / NOTES]

**APPENDIX A - OPTIONAL INTERNAL PROCUREMENT CHECKLIST
(CONTINUED)**

Done	Internal Review Item	Initials / Date / Notes
	Compared total price, responsiveness, qualifications, schedule, warranty, and exceptions.	[INITIALS / DATE / NOTES]
	Confirmed any required District Manager, Chair, Board, Engineer, or Counsel approval.	[INITIALS / DATE / NOTES]
	Issued a written purchase order, work authorization, agreement, or notice to proceed.	[INITIALS / DATE / NOTES]
	Collected W-9, insurance, licenses, and other pre-work documents.	[INITIALS / DATE / NOTES]
	Created a file for procurement, contract, invoices, inspections, and closeout records.	[INITIALS / DATE / NOTES]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business	
	PHONE (A/C, No, Ext):	(866) 538-7491	FAX (A/C, No):
	E-MAIL ADDRESS:	contactus@simplybusiness.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Spinnaker Insurance Company	24376
	INSURER B:		
INSURED Maid In Paradise 601 Hernando St 1 Fort Pierce, Florida 34949	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			HBW3544202XB5	05/11/2026	05/11/2027	EACH OCCURRENCE	\$1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☒	POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	☐	ANY AUTO						BODILY INJURY (Per person)	
	☐	OWNED AUTOS ONLY	☐					BODILY INJURY (Per accident)	
	☐	HIRED AUTOS ONLY	☐					PROPERTY DAMAGE (Per accident)	
	☐	NON-OWNED AUTOS ONLY	☐						
	☐	UMBRELLA LIAB	☐					EACH OCCURRENCE	
	☐	EXCESS LIAB	☐					AGGREGATE	
	☐	DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ☐ OTHER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		☐ Y / N					E.L. EACH ACCIDENT	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐ N / A					E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY							EACH CLAIM	
								AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Francisco

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Anthony Paradyse</i>	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

JustinTime Painting LLC

Exterior Commercial Painting Service

Prepared for:
Monique Lesnansky

Proposal submitted to : WaterStone CDD Clubhouse
Address : 8851 Waterstone Blvd, Fort Pierce, FL 34951
Phone number : (415) 871-8143

Total paintable SQF: 4,152.25

Estimated gallons: 20.76

Projects pricing : \$5,605.54

Our Proposal To You

JustinTime Painting LLC has proposed to service the exterior of your building. What's included is listed below. All paints, supplies and materials will be bought and provided by JustinTime Painting LLC. We require a 50% deposit upon signing the contract to ensure your dates are locked in and to buy any paints, supplies, or materials for getting started.

The remaining 50%; is due upon completion of your project.

Scope Of Work

Exterior of building;

- Exterior walls
 - Soffits
 - Fascia
 - Gutters
 - Downspouts
 - Wood doors
 - Accents/trim
 - Repair two accent bands in entryway of building
-

Exterior Preparation

- Pressure washing (To remove any dirt, oxidation, or contaminants from the walls).
- Plastic all exterior windows & lights (This ensures no overspray/paint getting on anything).
- Scrape, sand, caulk/fill all cracks or surfaces that need treatment.

Exterior Painting

- Raw/stained exterior surface(s) will be primed/sealed before the top-coat is applied.
- Paint soffits and fascia.
- Paint all exterior walls.
- Paint doors, trim, and accents.
- All exterior walls will be sprayed and back-rolled to ensure maximum coverage has been applied.

Product(s) Being Used

- Sherwin Williams Exterior SuperPaint in a "Satin" finish.

Upon Completion

- Once all areas are complete everything will receive a quality check by all team members.
- After all touch ups are done the extra paint goes straight to you, this helps in the situation of you loving your color so much you decide to try it somewhere else!

Portfolios

Google: <https://g.page/r/CQXtZPgqf25bEAo?id>

Facebook: <https://facebook.com/justintimepaintingfl>

Instagram: <http://instagram.com/JustinTimePaintingFL/>

TikTok: <https://www.tiktok.com/@justintimepaintingllc>

Agreement

This contract is legally binding once signed by both parties.

JustinTime Painting LLC will complete all service(s) listed above. You as the client must agree to pay your deposit upon signing your contract. Failure to do so will result in the loss of your position and a complete reschedule if desired. Dates that are spoken about while on estimates are “estimated” not confirmed dates unless said so. Once your project is complete, you as the customer must pay the remaining balance that is due on this contract. Failure to do so may result in small/large claims court and all fees/taxes will fall onto you as the customer.

Workmanship Warranty

JustinTime Painting LLC gives a 2 year warranty on the surface preparation, application, and finished product of your exterior painting service from all cracking, peeling, and total preparation failure. If any of those resulting factors happen because of the previous guarantees JustinTime Painting LLC has made we will fix and finish the surface once more.

Disclaimers

- JustinTime Painting LLC cannot start, continue, or finish exterior projects when rain is expected. If your exterior surfaces are wet we will try to adapt to the conditions but some circumstances are out of our control.
- Scheduled dates may be pushed back or moved up due to weather conditions/cancellations.

Warranty Voids

- Exterior Warranties are voided if any water leaks** arise in the “Warrantied Time Frame”.
- If any water leaks arise while JustinTime Painting LLC is present on your project and affects the areas we have already serviced, JustinTime Painting LLC is not responsible for your projects water damage.
- If JustinTime Painting LLC has completed your project and water damage arises to the areas we serviced, JustinTime Painting LLC is not responsible for fixing the damages done by water.
- JustinTime Painting LLC is not responsible for bubbling, peeling, flaking, or total paint failure on a prepped/completed surface if moisture was already present on the surfaces before we apply any product. All surfaces must be dry from the inside-out for us to warranty your project.
- Our exterior warranty is voided on all surfaces that contain moisture such as; moisture between the original surface and the previous top-coat/primer, rotted/soft wood, hairline/cracks or settling cracks with moisture inside of the wall.

Scheduled Dates

- Scheduled dates are “Estimated” on the completion of other projects leading up to yours.
- JustinTime Painting LLC is not responsible for delays on start dates/completion dates.

Coatings/Application(s)

- JustinTime Painting LLC performs service(s) based off of this contract. Anything outside of the “Our Proposal To You” section and “Detailed Scope Of Work” section of this contract, JustinTime Painting LLC will not perform unless an “Additional Work Order” is agreed upon and signed by both parties.
- If your contract states a two-coat application will be performed on the interior of your home, it will receive two coats**. If coverage is not how you imagined after two coats, you may add additional coatings with an “Additional Work Order”. Once priced out by JustinTime Painting LLC, both parties must sign the “Additional Work Order” section to lock-in written service(s).
- JustinTime Painting LLC is not responsible for paint product shortages. If the product you requested is “out of stock” and we are not able to get it we are not at fault.

Oil-Based/Shellac Painting

- It is typically best to wait at least two to three days for the paint odors to dry and the fumes to subside from the environment, during this time you will want to avoid this area to minimize potential health effects. Oil-Based/Shellac paint isn't a good choice when painting while pregnant, because it contains harsh solvents. This type of paint gives off vapors, called volatile organic compounds (VOCs), that can cause headaches, eye irritation, nausea, dizziness and fatigue.
- Oil-Based/Shellac paint is not a good product to use around pregnant, ill, or people with health conditions. Avoid areas that have been painted with Oil-Based Products if you have any of these conditions.
- JustinTime Painting LLC is not responsible for any affects short term or long term, Oil-Based/Shellac painting can have on the body. If you the client agree to this product being used on your project(s), you are accepting all risks that come with this product.

Color Sample(s)

- All interior, exterior, and cabinet painting project(s) contracted through JustinTime Painting LLC are opted-in for color sample(s). This color consultation includes up-to 4 samples provided by JustinTime Painting LLC per client(s) request.
- If client(s) are requesting above the allotted 4-included samples they are then charged for each sample(s) and sample board(s) purchased.

Touch-Up Service(s)

- JustinTime Painting LLC performs a walkthrough at the end of every project. This ensures the areas worked in are tidy and you, the client are happy. If for any reason after the walkthrough is finished and we've left your home you notice a touch-up, we leave all additional paints at your home for that just-in-case moment.
- If the touch-up(s) are more than you can handle, we can come back at a discounted rate to fix up what you've noticed.
- Finished lighting: Finished lighting conditions are described as those in place when the project is finished. This includes, but is not limited to, design lighting (e.g., wall washers, spots and floods, etc.) and natural lighting (e.g., skylights, clear view windows, window walls, window treatments, etc.). PDCA, P9-04

- Normal viewing position: For the purpose of inspection a normal viewing position shall be at eye level at a minimum of thirty-nine (39) inches or one (1) meter from the wall. Inspection lighting can be used as defined in this standard. PDCA, P9-04
- Inspection lighting: Illumination of the installed surface from an angle at an intensity sufficient to eliminate any shadowing that may be caused by other illumination striking the surface at any angle. PDCA, P9-04

Stop-Work Clause(s)/Agreements

- JustinTime Painting LLC is permitted to stop the work of any project in the case of racism, derogatory remarks, and project prevention.
- JustinTime Painting LLC is a professional house painting company that services the interior/exterior of homes in our Counties. Clients are not permitted to add input or suggest we work in any manner that is not of JustinTime Painting LLC's interior/exterior processes and systems other than what is contracted in signed agreements. If this clause is broken JustinTime Painting LLC holds the right to cancel and or stop the work-order of any signed agreement.

Social Media Content Clause(s)/Agreements

- JustinTime Painting LLC has portfolios across dozens of social media platforms, when you as the client sign our contracts you are giving us full permission and rights to post edited/unedited pictures/videos of your project across all of our social media platforms. Your name, address, phone number, and email will not be used in promotional content.

Signature

Once signed and dated by both parties this contract is legally binding. All above expectations, scopes of work, and payment agreement(s) must be upheld.

WaterStone CDD Clubhouse

Monique Lesnansky



DOWN TO EARTH

LANDSCAPE & IRRIGATION

Waterstone CDD

Landscape | Irrigation | Construction | Golf

Prepared For:



**Matt
Hans**
District
Manager
Gov. Mgmt.
Services

5385 N. Nob Hill Road
Sunrise, FL 33351
(954) 512-9580
Mhans@gmssf.com

Proposal issued:
8 July 2026

*Proposal valid for 30 days

07.08.2026

Waterstone CDD

8529 Waterstone Blvd., Fort Pierce, FL 34951

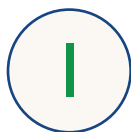
RE: Waterstone CDD Landscape and Irrigation Maintenance Request for Proposal

Dear Matt,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth has been in business for more than 30 years and we pride ourselves on providing superior service that brings “Natural Joy” to our customers. We understand the high standards our customers require and constantly seek to be the “Service Provider of Choice” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

Choose the Team that Cares



Integrity

We act with honesty, transparency, and reliability, always doing what is right for our customers, environment, and our team.



Care

We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.



Accountability

We meet our commitments to each other and to our valued customers and act if we fall short on expectations.



Relentlessness

We are constant in our efforts to provide solutions to customers and satisfy their needs.



Excellence

We strive to deliver best-in-class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Respectfully,

Robert Hargis
Business Development Manager

(772) 777-0429

Robert.Hargis@down2earthinc.com

Approach to Services

An Overview of What We Do & How We Do It



We are driven by bringing natural joy to every client and property we service.



Core Competencies

- 🌱 Maintenance
- 🌱 Irrigation
- 🌱 Construction
- 🌱 Enhancements
- 🌱 Installation
- 🌱 Fertilization & Pest Control
- 🌱 Golf Maintenance
- 🌱 Golf Construction

Management *Timeline*

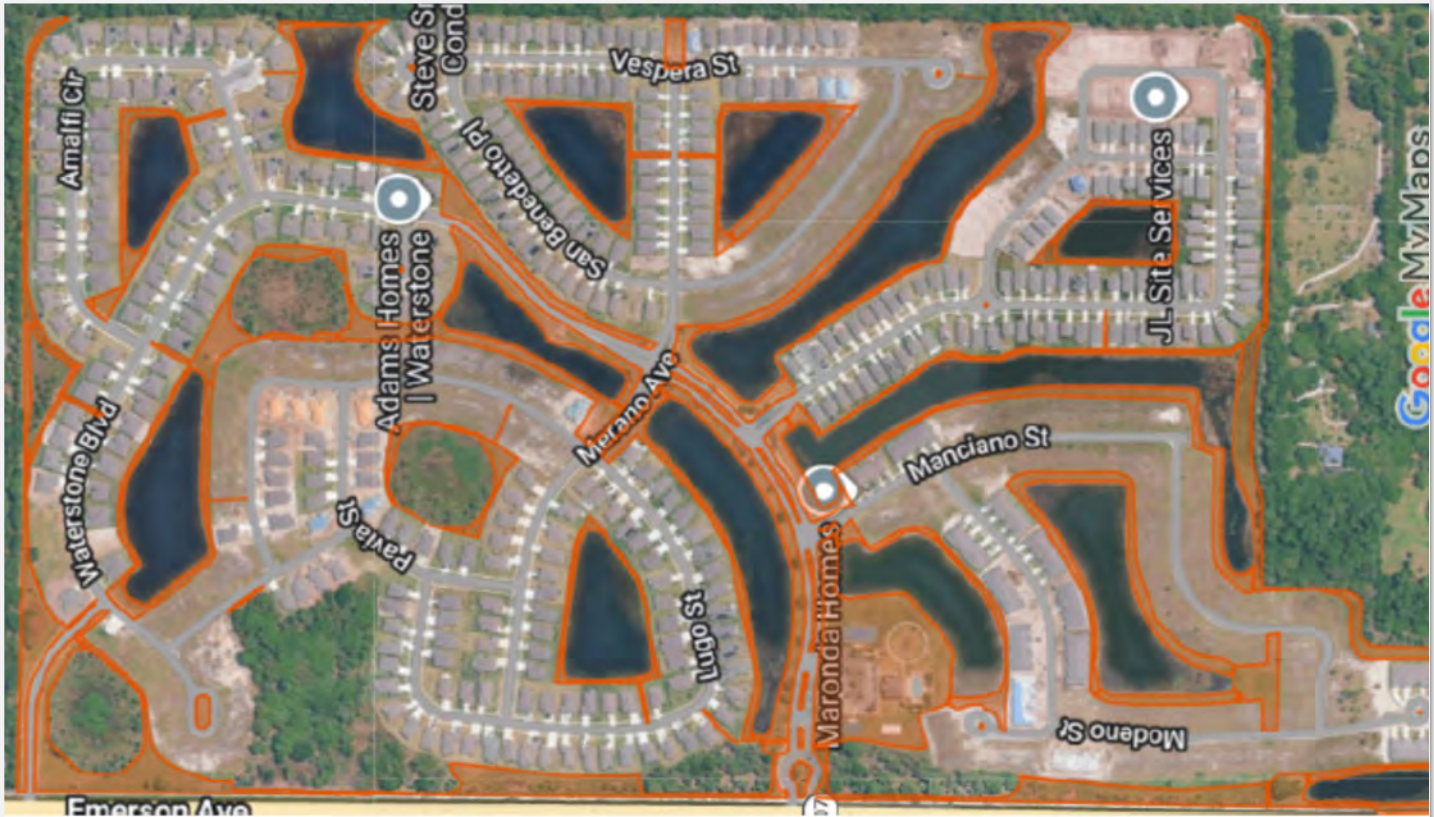


		Weeks															
Events		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Award of the contract		■															
Administrative teaming meeting with team manager		■															
Collect soil samples and send to lab (optional)			■														
Determine frequency of routine meetings and property review with management			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Compile property manager's expectations & submit for review				■	■	■											
Landscape maintenance service begins				■	■	■	■	■	■	■	■	■	■	■	■	■	■
Begin irrigation system inspection of complete system				■	■	■	■	■	■	■	■	■	■	■			
Report findings from irrigation inspection				■	■	■	■	■	■	■	■	■	■				
Create monthly horticultural report								■				■				■	
Review horticultural report with property manager and make recommendations									■				■				■
Review 30 day landscape evaluation								■	■								
Review 60 day landscape evaluation												■	■				
Review 90 day landscape evaluation																■	■

*Can vary by property or specific community needs.

Service Maps

The map(s) below depicts the boundaries of the serviceable areas of your landscape property as understood for the purposes of developing this proposal.



Customer Service & Communication

Our Customer Commitment

Should an issue arise on your property, you can call or email any of our key personnel. All managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

The screenshot shows the 'DOWN TO EARTH CUSTOMERLINK' website. At the top is a banner with a tree logo and the text 'DOWN TO EARTH CUSTOMERLINK'. Below the banner is a contact form titled 'Isles of Lake Nona'. The form includes fields for Name, Email, Phone Number, Address, and a dropdown for Category. There is a 'Submit' button at the bottom of the form. A 'CommunityLink Manager Login' button is visible below the form.



CUSTOMERLINK Work Order

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CUSTOMERLINK include:

- Work order management.
- Intuitive interface and ease of use
- Email alert notification on work order status.



Landscape Reporting

At Down to Earth, we're committed to proactive reporting that ensures your landscape is consistently maintained to the highest standard. Through regular site visits and detailed communication, we work to protect your investment and identify opportunities for continued improvement.

Routine Reviews:

We will conduct routine site visits to thoroughly review the property and identify any notable items or areas of concern. A summary of our findings will be communicated promptly to ensure full transparency and proactive management.

Detailed Reports:

We will provide reporting that includes identification of enhancement opportunities, and routine updates on your landscape maintenance services. This report will be presented to the Property Management, Board and Committee for their review and strategic planning.



Company Overview



Down To Earth is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.

Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.



**Click on image to learn more.*

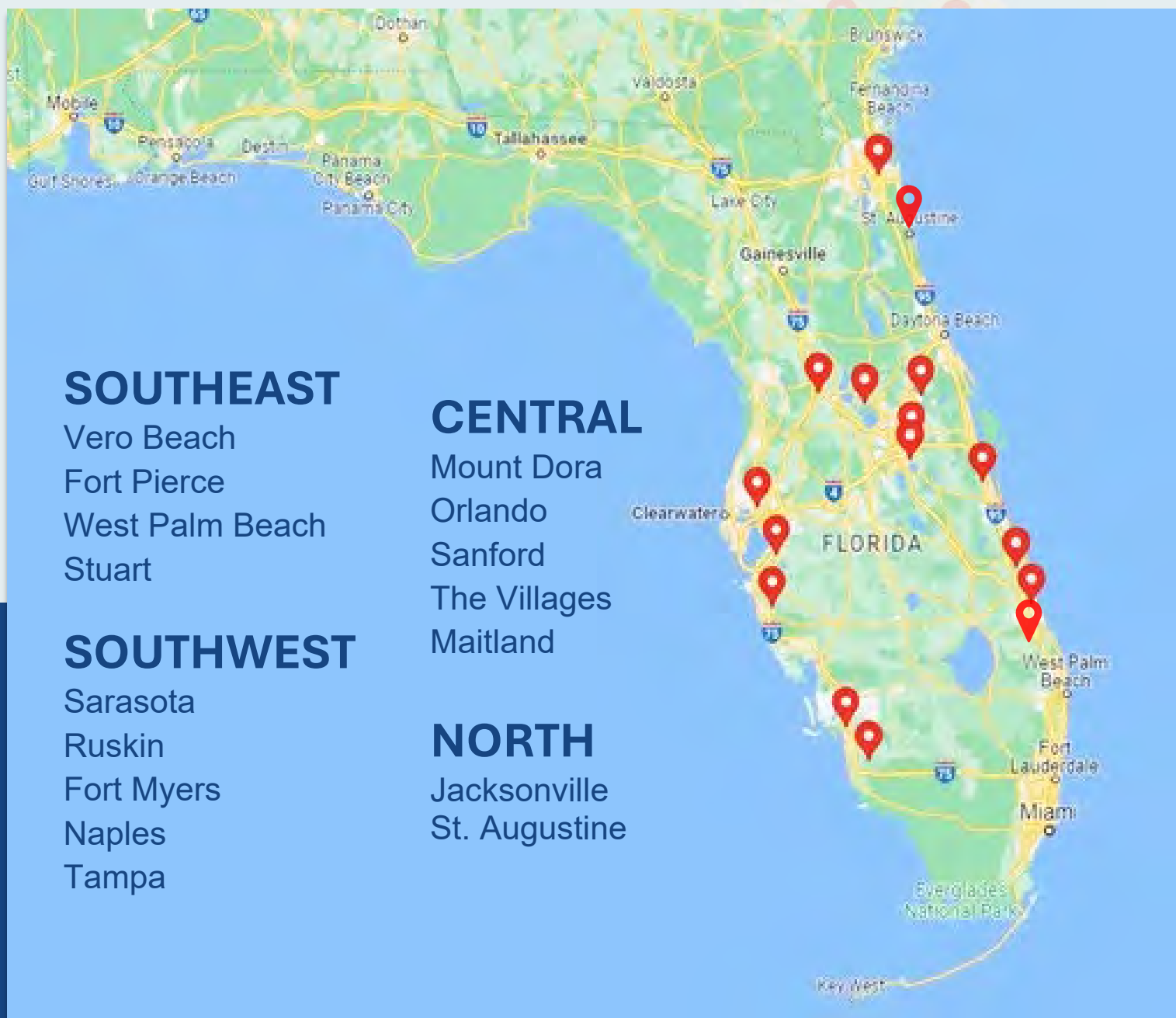
Our Goal

Our goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years:

*Surround yourself with great people that demonstrate “**ICARE**” values and offer a service that brings **Natural Joy** to our customers.*

Locations

Down To Earth is continuously expanding across Florida, with 16 different branch locations.



COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our “**Green Vest Training**” program that focuses on the safe operation of all equipment and machinery.

PREVENTIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

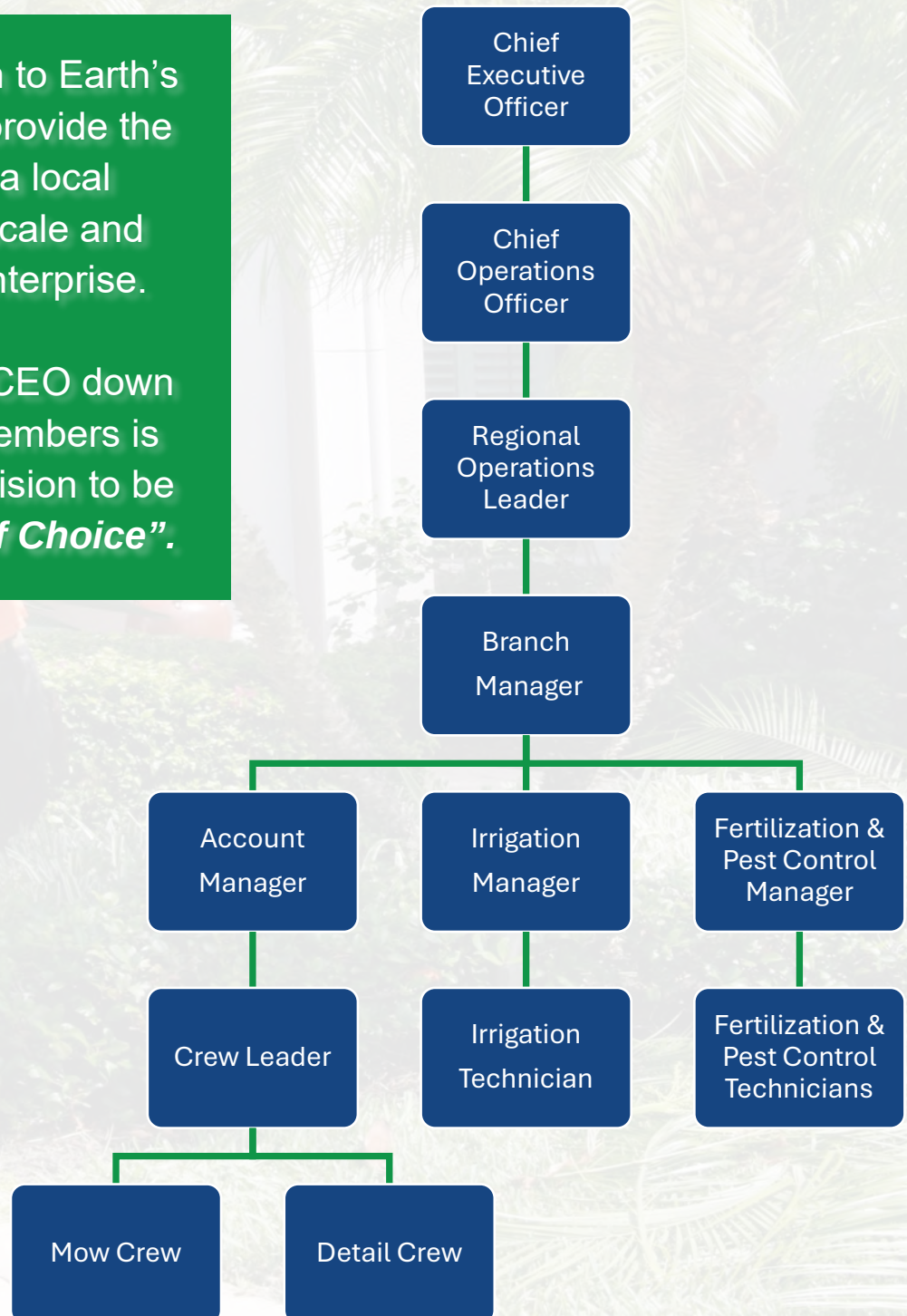
SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

Organizational Chart

One of the keys To Down to Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "***Service Provider of Choice***".



SUBCONTRACTOR'S E-VERIFY REGISTRATION AFFIDAVIT

I, Gemma Naiken, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(2) (a), Florida Statutes, that every private employer with more than 25 employees and every public employer, contractor, and subcontractor must be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: SSS Down to Earth OPCO LLC

Business or Business Entity Legal Address: 500 Winderly Pl, Ste 222, Maitland, FL 32751

Business or Business Entity Taxpayer Identification Number: 38-4006336

I hereby certify that my business or business entity:

Is registered the United States Department of Homeland Security’s (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired within three (3) business days after the employee begins working for pay, as required by 8 C.F.R s. 274a for contract\agreement eligibility purposes,.

Will certify compliance on the first unemployment tax return submitted to the Department of Economic Opportunity, as required by section 448.095(3), Florida Statues.

Does not hire and agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3).

By signing this affidavit, I agree to maintain an active E-Verify registration and that I will notify the Contract Manager within ten(10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to comply with section 448.095, Florida Statutes, can result in fines of \$1,000 per day, prohibit my business from entering into any contracts with a government entity in the State of Florida for a period of 1-year, suspension or revocation of any business or professional license issued to my business by any agency of the State of Florida and the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.


Sole Proprietor/Authorized Representative

Gemma Naiken
Printed Name

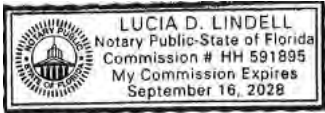
STATE OF Florida

COUNTY OF Orange

Sworn to (or Affirmed) and Subscribed Before Me By
Means of ☒ Physical Presence or ☐ Online Notarization
this 19th day of May, 202 5,
by Gemma Naiken, Who
☒ Is Personally Known to Me or ☐ Produced Identification.
Type of Identification Produced: _____

Lucia D. Lindell
Signature of Notary Public

Lucia D. Lindell
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes



Your Dedicated *Landscape Team*



Regional Operations Leader



Steve Marini

Oversees multiple branches, ensuring operational excellence, efficiency, and alignment with company standards to drive service quality and customer satisfaction.



Branch Manager



Mike Miller

Leads branch operations, managing teams, overall performance, and client relationships to ensure successful service delivery and growth.



Account Manager



Edgar

Serves as the primary client contact, overseeing services, service quality, and customer satisfaction while identifying opportunities for enhancements and renewals.



Production Manager



Matt Gustin

Oversees daily operations to ensure projects are completed efficiently, on time, and to quality standards.



Irrigation Manager



Freddie Gamez

Specializes in the irrigation maintenance and efficiency of irrigation systems, ensuring optimal water management and system performance for client landscapes.

Our Design Capabilities



Our team of experts specializes in landscape transformation through installation and design, *bringing your community visions to life.*



WE ARE HERE FOR YOU!

Let us help you ***Weather the Storm.***



2026



Hurricane season is upon us again. No matter what the weather may bring, your Down to Earth team is looking out for you.

To ensure we can provide you with a swift response following severe weather, we recommend the following:

Hurricane Price List

General Labor	\$85 / per man / per hour (\$115 per man hour OT)
Bucket Truck & Chipper	\$205 / per man / per hour (\$255 per man hour OT)
Loader & Operator Large	\$275 / per hour (\$325 per hour OT)
Loader/ Operator Dump	\$275 / per hour (\$325 per hour OT)
Dump Fees	Market Rate (~\$115 per cubic yard)
Arbor Crew with Dump Truck & Chipper	\$185 / per man / per hour (\$235 per hour OT)
Irrigation Repair	\$115 / per person/ per hour (\$155 per hour OT)
Lodge Pole & Staking Rope	\$18 / unit + General Labor Rate (Listed Above)
Banding Kits (2X4)	\$23 / unit + General Labor Rate (Listed Above)
Crane	Priced per request

**Please note: All prices and availability for landscape materials are subject to change and can vary depending on market conditions which are beyond our immediate control. Disruption in normal maintenance services will not result in credits. However, schedules will be adjusted to catch up maintenance services as conditions allow over time unless otherwise agreed in advance. Additional proposals may be required for additional cleanup or arbor care.*

Have Peace of Mind With ***Pre-Authorized Storm Clean-Up***

When you approve a clean-up plan, we are on the ground canvassing your property to assess damage as soon as the storm has passed. We quickly dispatch the appropriate teams to address your needs, prioritizing safety first:

Our record over the years and our ICARE values have proven that we will do everything we can to alleviate the stress caused by inclement weather in a **3-phase approach**:

Phase 1: Emergency services to clear roadways, driveways, and walkways for first responders.

Phase 2: Complete clean-up, staking, and specific rebuilds as requested, so that recurring maintenance can begin.

Phase 3: Property rebuild: Normal enhancement rates would apply.

Utilizing our network of vendor partners and leveraging our Construction Division, we can bring resources to address the situation.

Payments are progress billed, and due immediately for all severe hurricane and/or severe weather-related charges.

Licenses, Certifications, & Insurance Bonds



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

*All certificates & licenses are available upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southeast 4211 W. Boy Scout Suite 800 Tampa FL 33607	CONTACT NAME: Susanne Fischer PHONE (A/C, No, Ext): 239-734-3309 E-MAIL ADDRESS: certificates@bks-partners.com FAX (A/C, No): 239-931-5604												
INSURED SSS Down to Earth Opco, LLC dba Down to Earth 500 Winderley Place Suite 222 Maitland FL 32751	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Greenwich Insurance Company</td><td>NAIC # 22322</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C: Westchester Surplus Lines Insu</td><td>10172</td></tr><tr><td>INSURER D: Gemini Insurance Company</td><td>10833</td></tr><tr><td>INSURER E: CNA Insurance Co</td><td>35289</td></tr><tr><td>INSURER F: Steadfast Insurance Company</td><td>26387</td></tr></table>	INSURER A: Greenwich Insurance Company	NAIC # 22322	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Lines Insu	10172	INSURER D: Gemini Insurance Company	10833	INSURER E: CNA Insurance Co	35289	INSURER F: Steadfast Insurance Company	26387
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INSURER D: Gemini Insurance Company	10833												
INSURER E: CNA Insurance Co	35289												
INSURER F: Steadfast Insurance Company	26387												

COVERAGES **CERTIFICATE NUMBER:** 1476977646 **REVISION NUMBER:** MASTER25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			RGD3002006-01	1/1/2025	1/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RAD9438300-01	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AEC416850300 140002274	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD3002005-01	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D E	Pollution Coverage Professional Coverage Inland Marine			G7444748A 001 VNPL013755 7018535549	2/28/2024 7/31/2024 2/28/2024	2/28/2025 7/31/2025 2/28/2025	Each Occurr/Aggregate 1,000,000/2000000 Each Occurr/Aggregate 1,000,000/2,000000 Leased/Rented Equip 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability Layer \$3,000,000 over the Primary \$2,000,000 - 140002274 - QBE Insurance Company NAIC# 39217
Proof of Insurance

SAMPLE CERTIFICATE

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

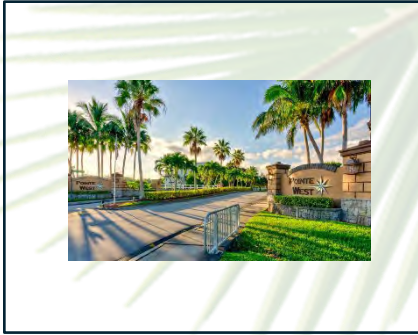
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim L. O'Leary

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References



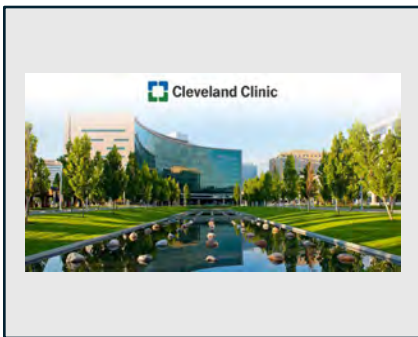
Pointe West

Vero Beach, FL

**Complete Ground's
Maintenance**

Client Contact:

P: (772) 925-5448



**Cleveland Clinic
Vero Beach**

**Complete Ground's
Maintenance**

CLIENT CONTACT:

P: (772) 567-4311



**Windsor Community
Association**

**Complete Ground's
Maintenance**

Dennis Haddix

P: (772) 231-9421

EQUIPMENT LIST

🌱 Vehicles & Trailers

- 5 Manger trucks - 1 AM and 4 PM's
- 1 Small pick-up for dog station person
- 10 Irrigation vans (stocking each one will be approx. \$3k each)
- 5 F&P trucks and 5 flatbed trailers
- 9 2500 Pick-ups with 9 enclosed trailers
- 5 2500 Pick-ups with 5 dump trailers

🌱 Small Equipment

- 9 Mowers – 60 inch
- 9 Mowers – 52 inch
- 9 Mowers – 36 inch
- 43 Blowers BR600 ½ Electric Stihl
- 20 Edgers
- 18 Weed eaters
- 15 Hedge trimmers ½ Electric Stihl
- 3 Pole saws
- 40 Backpack sprayers
- 100 Hand pruners and loppers
- 15 Ladders

🌱 F & P Equipment

- 5 Gators
- 4 Z-Cart spreader/sprayer
- 1 Vortex spreader to apply Hort fertilizer
- 5 Blowers





Proposal Pricing



**Based on our discussions and assessment of your property,
please see the proposed services and pricing that we can
provide to best serve your property.**

REQUEST FOR PROPOSALS

Landscape and Irrigation Maintenance Services

Waterstone Community Development District

Fort Pierce, Florida

1. Introduction

The Waterstone Community Development District, located in St. Lucie County, Florida, is seeking proposals from qualified, experienced, and properly licensed landscape maintenance contractors to provide landscape maintenance, irrigation inspection, fertilization, pest control, tree trimming, debris removal, and related services for District-owned common areas.

The District currently contracts for landscape and irrigation maintenance services and is seeking proposals from qualified contractors for the purpose of evaluating and potentially selecting a new landscape maintenance provider.

The selected contractor shall be responsible for providing all labor, materials, equipment, supervision, transportation, licensing, insurance, and any other items necessary to properly maintain the District's landscaping, irrigation systems, turf areas, plant beds, trees, palms, shrubs, wetlands-adjacent landscape areas, perimeter areas, entrances, and other common areas identified by the District.

2. District Background

The Waterstone Community Development District owns and maintains certain common areas, landscaping, irrigation systems, lakes, entrance features, perimeter landscape areas, amenity landscaping, and other District-owned improvements within the Waterstone community.

The District's goal is to retain a landscape contractor that can provide consistent, high-quality maintenance services, proactive communication, timely reporting, professional staffing, and proper care of all landscape and irrigation areas.

3. Scope of Services

The selected contractor shall provide full-service landscape and irrigation maintenance for all District-maintained areas, including but not limited to the following:

A. General Landscape Maintenance

The contractor shall provide routine landscape maintenance services necessary to keep all District-maintained areas in a neat, clean, healthy, and professionally maintained condition. Services shall include:

- Mowing of turf areas as needed to maintain an appropriate and consistent height.
- Edging along sidewalks, curbs, streets, landscape beds, buildings, trees, and other hardscape features.
- String trimming in areas not accessible by mowing equipment.
- Blowing of grass clippings and landscape debris from sidewalks, roads, curbs, parking areas, amenity areas, and other hard surfaces.
- Removal of landscape debris generated from contractor's work.
- Maintenance of plant beds, including weed control, shaping, pruning, and general cleanup.
- Maintenance of trees, palms, shrubs, and groundcover in a healthy and attractive condition.

- Use of proper mowing patterns to prevent ruts and turf damage.
- Use of sharp mower blades to avoid tearing turf.
- Protection of District property, residents' property, and adjacent landowners' property from damage.

B. Turf Grass Maintenance

The contractor shall maintain all turf grass in a healthy and attractive condition. Turf shall be mowed at a height appropriate for the turf type and site conditions. St. Augustine and Bahia turf shall be maintained in accordance with industry standards and best management practices.

The District is requesting a minimum of forty-two (42) mowing cuts per year. Additional cuts shall be performed as needed to maintain the turf areas in a neat, clean, and professionally maintained condition, especially during periods of active growing season, heavy rainfall, or other conditions that require increased maintenance.

The contractor shall not remove more than one-third of the leaf blade during mowing unless otherwise approved by the District.

C. Fertilization and Pest Control

The contractor shall provide fertilization and pest control services for irrigated turf, shrubs, palms, trees, and plant beds as appropriate. The District is requesting a minimum of four (4) fertilizer treatments per year. The proposal shall include the contractor's recommended fertilization schedule, product type, and treatment plan.

All fertilization and pest control applications must:

- Comply with all applicable federal, state, county, and local laws and regulations.
- Follow University of Florida IFAS recommendations and Green Industries Best Management Practices where applicable.
- Be applied by properly licensed personnel.
- Minimize unnecessary chemical use.
- Include monitoring for insects, disease, nutrient deficiencies, weeds, and other landscape health issues.
- Include written documentation of applications upon request by the District.

The contractor shall maintain an active pest control license through the Florida Department of Agriculture and Consumer Services, if required for the services being performed.

D. Irrigation Inspection and Reporting

The contractor shall perform routine irrigation inspections for District-maintained areas. The proposal shall clearly state the frequency of inspections and the number of zones included.

Irrigation inspections shall include, but are not limited to:

- Identifying broken heads, clogged nozzles, overspray, dry areas, leaks, stuck zones, low pressure, malfunctioning valves, controller issues, and coverage problems.
- Providing written reports of deficiencies to the District.
- Providing repair recommendations and pricing for repairs not included in the base contract.
- Notifying the District immediately of any irrigation condition that may cause plant decline, property damage, water waste, or safety concerns.

No irrigation repair work shall be performed unless authorized in writing by the District or an authorized District representative.

E. Tree and Palm Maintenance

The contractor shall provide pricing for annual palm and oak tree trimming, including all labor, equipment, disposal, supervision, and traffic safety measures.

Tree and palm trimming shall be performed in accordance with industry standards and best management practices. The contractor shall not perform harmful trimming practices, including excessive pruning, hurricane cutting, or improper trimming of palms or trees.

The contractor shall include a separate line item for annual palm and oak trimming.

F. Mulch and Annuals

The contractor shall provide optional pricing for mulch installation and seasonal annuals.

Proposals shall include:

- Cost per cubic yard for mulch installed.
- Recommended mulch type.
- Cost for seasonal annual installation.
- Frequency options for annual replacement.
- Areas recommended for annuals, if applicable.

Mulch and annuals may be awarded as optional services at the District's discretion.

G. Wetlands, Perimeter, and Special Maintenance Areas

The contractor shall include pricing and maintenance recommendations for special District-maintained landscape areas, which may include:

- North entrance wetland-adjacent areas.
- North perimeter property line.
- Plant beds along Emerson.
- South fence line landscape maintenance area.
- Other District-designated landscape areas.

The South fence line maintenance area may be included as an add-alternate or separate pricing option.

Proposals shall include the recommended maintenance frequency and any fertilization or supplemental care required.

H. Rain Days and Schedule Adjustments

In the event services cannot be completed due to rain or other weather conditions, the contractor shall reschedule work as soon as reasonably possible. The contractor shall notify the District if services cannot be performed on schedule and shall provide an updated service plan.

Missed services shall either be made up in a timely manner or credited on the applicable invoice, as determined by the District.

I. Emergency and Disaster Services

The contractor shall provide hourly rates for emergency and disaster-related debris removal and recovery services. Rates shall include:

- Labor rates.
- Equipment rates.
- Operator costs.
- Fuel, maintenance, and repair costs.
- Overtime rates, if applicable.

The contractor shall provide documentation sufficient to support potential reimbursement through local, state, or federal agencies, if applicable.

Emergency and disaster-related services shall only be performed upon authorization by the District.

4. Contractor Responsibilities

The contractor shall:

- Provide experienced and properly trained staff.
- Assign a dedicated account manager or supervisor to the District.
- Use consistent crews familiar with the property whenever possible.
- Maintain strict discipline among employees.
- Ensure employees are properly uniformed and presentable.
- Ensure all work is performed in a neat, professional, and workmanlike manner.
- Comply with all OSHA requirements and applicable safety standards.
- Use proper safety equipment, including cones, vests, and warning equipment where needed.
- Ensure all vehicles and equipment used on roadways are properly equipped and legally compliant.
- Repair, at the contractor's sole cost, any damage caused by the contractor, its employees, agents, or subcontractors.
- Notify the District in writing of any conditions outside the contractor's control that may negatively affect landscaping, turf, irrigation, or plant health.
- Maintain all equipment in clean and safe operating condition.
- Dispose of all contractor-generated debris properly.

5. Reporting Requirements

The selected contractor shall provide a monthly landscape maintenance report in a format acceptable to the District. The report shall include, at a minimum:

- Work performed during the prior month.
- Areas serviced.
- Fertilization or chemical applications performed.
- Irrigation inspection findings.
- Landscape issues observed.
- Areas needing repair or replacement.
- Recurring problem areas.
- Outstanding work items.
- Recommendations for improvement.
- Photos of significant issues or completed work, when applicable.

The District may also require the contractor to attend periodic inspections or meetings with District representatives.

6. Inspections and Performance Standards

The District may perform monthly or periodic inspections of the maintained areas. The contractor shall be responsible for conducting its own routine inspections and correcting deficiencies in a timely manner.

If the District identifies deficient areas, the contractor shall respond in writing within the timeframe requested by the District. Unless otherwise directed, deficiencies shall be corrected within three business days or prior to submission of the next invoice.

Repeated failure to correct deficiencies may result in invoice deductions, withholding of payment, default notice, or termination.

7. Proposal Requirements

Each proposal shall include the following:

1. Company name, address, phone number, and primary contact.
2. Company background and years in business.
3. Experience with community development districts, HOAs, municipalities, or large-scale residential communities.
4. Description of staffing plan and crew size.
5. Name and qualifications of proposed account manager or supervisor.
6. Proposed maintenance schedule.
7. Description of equipment to be used.
8. Licenses and certifications.
9. Pest control and fertilization licenses, if applicable.
10. Irrigation inspection experience and capabilities.
11. List of subcontractors, if any.
12. Three references from similar communities or public entities.
13. Proof of insurance or sample certificate of insurance.
14. Confirmation of E-Verify compliance.
15. Proposed pricing using the pricing format below.
16. Any exclusions or assumptions.
17. Emergency response rates.
18. Optional service pricing.

8. Pricing Proposal Format

Proposers shall provide pricing in the following format:

Base Monthly Services

Service Category	Monthly Cost
Basic Landscape Maintenance, including minimum 42 cuts per year	\$10,000.00
Fertilization / Pest Control, including minimum 4 fertilizer treatments per year	\$ 475.00
Irrigation Inspection	\$ 200.00
Wetland-Adjacent / Special Areas	\$ 575.00
Perimeter Property Line Maintenance	\$ 225.00
Plant Beds / Entrance Features	\$ Included
Other Included Services	\$ N/A
Total Monthly Cost	\$ 11,475.00

Annual / As-Needed Services

Service Category	Annual or Unit Cost
Palm and Oak Tree Trimming	\$12,043.50 Annually
Mulch Installation, per cubic yard	\$ 79.00
Seasonal Annuals	\$ 4.25 each
Irrigation Repair Labor Rate	\$ 85.00
Emergency Labor Rate	\$ 85.00
Emergency Equipment Rate	\$ TBD - See Hurricane Flyer in Proposal
Other Optional Services	\$ N/A

Add-Alternate: South Fence Line Maintenance

Service Category	Frequency	Cost
South Fence Line Basic Maintenance	<u>2X</u>	\$ 3,700.00
South Fence Line Fertilization	<u>2X</u>	\$ 500.00
Other Recommended Services		\$

9. Insurance Requirements

The selected contractor shall maintain insurance coverage throughout the term of the agreement. Required coverage shall include, at a minimum:

A. Workers' Compensation

Workers' Compensation insurance as required by Florida law, including Employer's Liability coverage with limits of not less than:

- \$100,000 per employee per accident.
- \$500,000 disease aggregate.
- \$100,000 per employee per disease.

If the contractor uses leased employees, the contractor must provide evidence of coverage and waiver of subrogation in favor of the District.

B. Commercial General Liability

Commercial General Liability coverage, including bodily injury, property damage, contractual liability, products and completed operations, and personal injury, with limits of not less than:

- \$2,000,000 per occurrence.
- \$2,000,000 aggregate.

C. Automobile Liability

Automobile Liability coverage for owned, leased, hired, and non-owned vehicles with limits of not less than:

- \$1,000,000 combined single limit.

D. Umbrella Liability

Umbrella Liability coverage with limits of not less than:

- \$1,000,000 per occurrence.

E. Additional Insurance Requirements

All required insurance policies, except Workers' Compensation unless approved otherwise, shall name the Waterstone Community Development District, its supervisors, officers, agents, employees, and volunteers as additional insureds.

The contractor shall provide certificates of insurance and required endorsements before commencing work.

The contractor shall be responsible for ensuring all subcontractors maintain required insurance coverage.

10. Legal and Compliance Requirements

The selected contractor shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, licensing requirements, and permitting requirements.

The selected contractor must comply with the following, as applicable:

- Florida public records requirements.
 - E-Verify requirements under Section 448.095, Florida Statutes.
 - Public Entity Crimes requirements under Section 287.133, Florida Statutes.
 - Scrutinized Companies requirements under Section 287.135, Florida Statutes.
 - OSHA safety requirements.
 - Environmental laws and regulations related to fertilizers, pesticides, chemicals, and fuel handling.
 - Applicable conservation, wetland, and stormwater protection requirements.
- The contractor shall be responsible for all taxes, licenses, permits, fees, and approvals necessary to perform the work.

11. Public Records

The selected contractor shall comply with Chapter 119, Florida Statutes, as applicable. The contractor shall maintain public records required by the District to perform the services and shall provide such records upon request in accordance with Florida law.

12. E-Verify

The selected contractor shall certify that it is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of newly hired employees, as required by Florida law.

The contractor shall require any subcontractors to provide proof of E-Verify compliance.

13. Subcontractors

The contractor shall not assign work to subcontractors without prior written approval from the District. The contractor shall remain fully responsible for all work performed by its subcontractors and for all acts, omissions, damages, or failures of its subcontractors.

14. Term of Agreement

The District anticipates entering into an initial one-year agreement with the selected contractor. The agreement may include renewal options upon mutual agreement of the parties and approval by the District's Board of Supervisors.

The District reserves the right to negotiate the final contract terms with the selected proposer.

15. Termination

The final agreement shall include termination rights for the District. The District reserves the right to terminate the agreement with or without cause upon written notice, as determined by the final agreement approved by the District.

The contractor shall be paid for properly completed and authorized work performed prior to termination, subject to any claims, offsets, deductions, or deficiencies.

16. Evaluation Criteria

Proposals may be evaluated based on the following criteria:

- Total proposed cost.
- Experience with similar communities or public entities.

- Qualifications of staff and supervisors.
- Understanding of the District's maintenance needs.
- Proposed service schedule.
- Quality of references.
- Irrigation and turf management capabilities.
- Responsiveness and reporting procedures.
- Ability to meet insurance and compliance requirements.
- Emergency response capabilities.
- Overall value to the District.

The District reserves the right to reject any and all proposals, waive minor irregularities, request additional information, conduct interviews, negotiate with one or more proposers, and select the proposal that is in the best interest of the District.

17. Site Visit

Proposers are strongly encouraged to visit the property prior to submitting a proposal. By submitting a proposal, the proposer represents that it has reviewed the areas to be maintained, understands the site conditions, and has accounted for all labor, materials, equipment, and services necessary to perform the work.

The District may schedule a mandatory or optional pre-proposal site meeting. Details will be provided separately.

18. Submission Instructions

Proposals shall be submitted to:

Waterstone Community Development District
c/o Governmental Management Services
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: District Manager

Email: Mhans@gmssf.com & mlesnansky@calmfla.com

Proposal Deadline: 7/10/26

Anticipated Award Date: 7/12/2026

Anticipated Start Date: 9/1/26

Proposals shall be clearly labeled:

“Proposal for Landscape and Irrigation Maintenance Services – Waterstone CDD”

19. Reservation of Rights

The District reserves the right to:

- Reject any and all proposals.
- Waive informalities or irregularities.
- Request clarification or additional information.
- Negotiate final pricing and contract terms.
- Award all services or only selected portions of the requested scope.
- Award optional or add-alternate services separately.
- Select the proposal that the District determines is in its best interest.

Submission of a proposal does not create any right to award, payment, reimbursement, or contract with the District.

20. Questions

All questions regarding this RFP shall be submitted in writing to:

Matt Hans

Email: Mhans@gmssf.com

Phone: 954-512-9580

The District may issue written responses or addenda as necessary. Proposers are responsible for confirming receipt of any addenda prior to submitting a proposal.

21. Attachments

The District may provide the following attachments as part of the RFP package:

- Maintenance area map;
<https://www.google.com/maps/d/edit?mid=1pZKootugsK8funt5DOE7UE2HXK4yObs&ll=27.531160042174754%2C-80.4103953850521&z=17>



Presented to: Waterstone CDD



**DOWN TO
EARTH**

LANDSCAPE & IRRIGATION

As a show of committed partnership Down To Earth would like to offer an Enhancement Credit for your Community Use* in the amount of:

\$3,000.00

Tom Lazzaro

07.08.2026

Tom Lazzaro, CEO

Date

* This incentive can be applied to landscape enhancements to include new plant materials or replacement of plant materials. This is not intended nor will be accepted as a means for payment for annual or monthly reoccurring services.



DOWN TO EARTH

LANDSCAPE & IRRIGATION

Thank You!

We look forward to working with your community.

Down To Earth

6300 1st Street SW

Vero Beach, FL 32968

(772) 777-0429

dtelandscape.com

Visit our website @ dtelandscape.com



DEFINED CUTS

— LAWN MAINTENANCE & JANITORIAL SERVICES —

— DEFINED BY ALL WE DO —



Landscape Maintenance Proposal

Submitted To:

Waterstone Community Development District
c/o Governmental Management Services
5385 N Nob Hill Road
Sunrise, FL 33351

Prepared By:



Defined Cuts Lawn Maintenance & Janitorial Services, LLC

Contact Information

Main Contact: Vincent Rodriguez

Phone: (561) 324-5135

Email: Definedcuts@yahoo.com

Address: (Mailing) 2231 SE Holland Street, Port St Lucie, FL 34952

Dear Waterstone Development,

Thank you for the opportunity to submit our proposal as part of your Landscape Maintenance Contract bidding process.

At Defined Cuts, we recognize that every property has its own character, challenges, and expectations. Because no two communities are alike, we begin every partnership with a focused analysis of the property's unique landscape needs. Our goal is to provide customized maintenance solutions that enhance curb appeal, protect property values, and create outdoor spaces residents are proud to call home.

About Defined Cuts

Since 2012, Defined Cuts has proudly provided professional landscape maintenance services throughout Palm Beach County and the Treasure Coast.

For more than 13 years, our company has built lasting relationships by delivering dependable service, exceptional workmanship, and consistent results.

Our experienced professionals understand that quality landscaping requires attention to detail, proactive communication, and reliable scheduling. Every member of our team is committed to exceeding expectations while maintaining the highest industry standards.

Our Experience

Defined Cuts has successfully maintained a wide variety of properties, including:

- Condominium Associations
- Homeowners Associations (HOAs)
- Builders & New Developments
- Single-Family Homes
- Commercial Properties

Our extensive experience allows us to understand the expectations of community associations and property managers while providing services that enhance property appearance year-round.

Professional Team

Our skilled landscape professionals are trained to provide safe, efficient, and detail-oriented service with respect for residents and property.

Our Commitment

At Defined Cuts, our mission is simple:

To enhance every property, we maintain through dependable service, professional communication, and superior landscape care.

We strive to become a trusted partner rather than simply another contractor.

Our success is measured by the long-term relationships we build with our clients.

What You Can Expect

- ✓ Reliable Service
 - ✓ Consistent Communication
 - ✓ Attention to Detail
 - ✓ Industry Best Practices
 - ✓ Maintained Grounds
 - ✓ Pride in Every Property
-

Service Area

Proudly serving communities throughout: Treasure Coast

Staffing plan and Crew Size

- We will dedicate a 10-man crew, consisting of (1) Crew Leader and (9) trained lawn maintenance technicians. This will allow us to provide rapid, comprehensive service.

Qualified Supervisor

- Isaiah Rampart, offering 7 years of hands-on experience and a proven track record in comprehensive landscape management and customer service.

Maintenance Schedule

<u>SERVICES</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>	<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>
	<u>A</u>	<u>E</u>	<u>A</u>	<u>P</u>	<u>A</u>	<u>U</u>	<u>U</u>	<u>U</u>	<u>E</u>	<u>C</u>	<u>O</u>	<u>E</u>
	<u>N</u>	<u>B</u>	<u>R</u>	<u>R</u>	<u>Y</u>	<u>N</u>	<u>L</u>	<u>G</u>	<u>P</u>	<u>T</u>	<u>V</u>	<u>C</u>
Basic Lawn Maintenance (Mow)	2	2	3	4	4	4	4	4	4	3	2	2
Hedge maintenance/plant beds specified per proposal	1	1	1	1	1	1	1	1	1	1	1	1
Irrigation (Wet Check) Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Fertilization/Pest Control	1		1		1					1		

Description of Equipment Utilization

- 60" / 52" Zero turn & various size Stand Walk behind Commercial Mowers
- Stihl / Echo Weed line trimmers, edgers & hedge trimmers (Commercial Grade)
- Stihl/Echo Commercial Blowers
- Varies Tree Saws (Commercial Grade) Pole, Hand-held

Licenses & Subcontractor licenses (Fertilization & Pest Control), see attached

Subcontractor_ Vale Environmental Services

REFERENCES

- **St Andrews Park Property Owners Association**
Contact_ Lisa Tedesco (954) 567-5161 ext 13
Email_ lt@skymarkinvest.com
- **Tivoli Trace Condominium Association Inc**
Contact_ Lisa Ferrier (561) 289-6728 / Board Member
Email_ LFerrier@TivoliTrace.com
- **Atmos Living Management Group**
Contact_ Cailin Flowers (321) 410-8751
Email_ cailin.flowers@atmoslivingmg.com

OTHERS CAN BE PROVIDED UPON REQUEST

CERTIFICATE OF INSURANCE

- **Sample of Coverages, see attached_ If awarded the proposal, we will ensure that the proper limits are provided prior to commencement**

1ST YEAR PRICING

Basic Monthly Service

SERVICE CATEGORY	MONTHLY COST
Basic Landscape Maintenance, including minimum 42 cuts per year	16,200.00
Fertilization/Pest Control/ Services Quarterly (areas per RFP)	1,480.00
Irrigation Inspection (22- 1 st clock/ 18- 2 nd clock) 40 zones	800.00
Wetland-Adjacent/ Special Areas	800.00
Perimeter Property Line Maintenance- north	775.00
Plant Beds/ Entrance Features (all)	1050.00
Total Monthly Cost	\$21,105.00

Annual/ As-Needed Services

SERVICE CATEGORY	ANNUAL OR UNIT COST
Palm and Oak Tree Trimming	\$14500.00
Mulch Installation, per cubic yard	\$65.00/cy
Seasonal Annuals	\$7.00/ per 1 gallon
Irrigation Repair Labor Rate	\$75/hr per man hr
Emergency Labor Rate	\$95 per man hr
Emergency Equipment Rate	\$265 per hr
Tree Staking *	\$65 / small \$95/ large
Storm Clean Response Rates *	\$4500/day for 5 man w/ equipment

- *_ Other Optional Services

GREENLAND NURSERY EAST INC

1208 White Oak Ln
Fort Pierce, FL 34982-7680
USA
+17724672634
office@greenlandplants.com



1. Introduction

The Waterstone Community Development District, located in St. Lucie County, Florida, is seeking proposals from qualified, experienced, and properly licensed landscape maintenance contractors to provide landscape maintenance, irrigation inspection, fertilization, pest control, tree trimming, debris removal, and related services for District-owned common areas.

The District currently contracts for landscape and irrigation maintenance services and is seeking proposals from qualified contractors for the purpose of evaluating and potentially selecting a new landscape maintenance provider.

The selected contractor shall be responsible for providing all labor, materials, equipment, supervision, transportation, licensing, insurance, and any other items necessary to properly maintain the District's landscaping, irrigation systems, turf areas, plant beds, trees, palms, shrubs, wetlands-adjacent landscape areas, perimeter areas, entrances, and other common areas identified by the District.

2. District Background

The Waterstone Community Development District owns and maintains certain common areas, landscaping, irrigation systems, lakes, entrance features, perimeter landscape areas, amenity landscaping, and other District-owned improvements within the Waterstone community.

The District's goal is to retain a landscape contractor that can provide consistent, high-quality maintenance services, proactive communication, timely reporting, professional staffing, and proper care of all landscape and irrigation areas.

3. Scope of Services

The selected contractor shall provide full-service landscape and irrigation maintenance for all District-maintained areas, including but not limited to the following:

A. General Landscape Maintenance

The contractor shall provide routine landscape maintenance services necessary to keep all District-maintained areas in a neat, clean, healthy, and professionally maintained condition. Services shall include:

- Mowing of turf areas as needed to maintain an appropriate and consistent height.
- Edging along sidewalks, curbs, streets, landscape beds, buildings, trees, and other hardscape features.
- String trimming in areas not accessible by mowing equipment.
- Blowing of grass clippings and landscape debris from sidewalks, roads, curbs, parking areas, amenity areas, and other hard surfaces.
- Removal of landscape debris generated from contractor's work.
- Maintenance of plant beds, including weed control, shaping, pruning, and general cleanup.
- Maintenance of trees, palms, shrubs, and groundcover in a healthy and attractive condition.

- Use of proper mowing patterns to prevent ruts and turf damage.
- Use of sharp mower blades to avoid tearing turf.
- Protection of District property, residents' property, and adjacent landowners' property from damage.

B. Turf Grass Maintenance

The contractor shall maintain all turf grass in a healthy and attractive condition. Turf shall be mowed at a height appropriate for the turf type and site conditions. St. Augustine and Bahia turf shall be maintained in accordance with industry standards and best management practices.

The District is requesting a minimum of forty-two (42) mowing cuts per year. Additional cuts shall be performed as needed to maintain the turf areas in a neat, clean, and professionally maintained condition, especially during periods of active growing season, heavy rainfall, or other conditions that require increased maintenance.

The contractor shall not remove more than one-third of the leaf blade during mowing unless otherwise approved by the District.

C. Fertilization and Pest Control

The contractor shall provide fertilization and pest control services for irrigated turf, shrubs, palms, trees, and plant beds as appropriate. The District is requesting a minimum of four (4) fertilizer treatments per year. The proposal shall include the contractor's recommended fertilization schedule, product type, and treatment plan.

All fertilization and pest control applications must:

- Comply with all applicable federal, state, county, and local laws and regulations.
- Follow University of Florida IFAS recommendations and Green Industries Best Management Practices where applicable.
- Be applied by properly licensed personnel.
- Minimize unnecessary chemical use.
- Include monitoring for insects, disease, nutrient deficiencies, weeds, and other landscape health issues.
- Include written documentation of applications upon request by the District.

The contractor shall maintain an active pest control license through the Florida Department of Agriculture and Consumer Services, if required for the services being performed.

D. Irrigation Inspection and Reporting

The contractor shall perform routine irrigation inspections for District-maintained areas. The proposal shall clearly state the frequency of inspections and the number of zones included.

Irrigation inspections shall include, but are not limited to:

- Identifying broken heads, clogged nozzles, overspray, dry areas, leaks, stuck zones, low pressure, malfunctioning valves, controller issues, and coverage problems.
- Providing written reports of deficiencies to the District.
- Providing repair recommendations and pricing for repairs not included in the base contract.
- Notifying the District immediately of any irrigation condition that may cause plant decline, property damage, water waste, or safety concerns.

No irrigation repair work shall be performed unless authorized in writing by the District or an authorized District representative.

E. Tree and Palm Maintenance

The contractor shall provide pricing for annual palm and oak tree trimming, including all labor, equipment, disposal, supervision, and traffic safety measures.

Tree and palm trimming shall be performed in accordance with industry standards and best management practices. The contractor shall not perform harmful trimming practices, including excessive pruning, hurricane cutting, or improper trimming of palms or trees.

The contractor shall include a separate line item for annual palm and oak trimming.

F. Mulch and Annuals

The contractor shall provide optional pricing for mulch installation and seasonal annuals.

Proposals shall include:

- Cost per cubic yard for mulch installed.
- Recommended mulch type.
- Cost for seasonal annual installation.
- Frequency options for annual replacement.
- Areas recommended for annuals, if applicable.

Mulch and annuals may be awarded as optional services at the District's discretion.

G. Wetlands, Perimeter, and Special Maintenance Areas

The contractor shall include pricing and maintenance recommendations for special District-maintained landscape areas, which may include:

- North entrance wetland-adjacent areas.
- North perimeter property line.
- Plant beds along Emerson.
- South fence line landscape maintenance area.
- Other District-designated landscape areas.

The South fence line maintenance area may be included as an add-alternate or separate pricing option.

Proposals shall include the recommended maintenance frequency and any fertilization or supplemental care required.

H. Rain Days and Schedule Adjustments

In the event services cannot be completed due to rain or other weather conditions, the contractor shall reschedule work as soon as reasonably possible. The contractor shall notify the District if services cannot be performed on schedule and shall provide an updated service plan.

Missed services shall either be made up in a timely manner or credited on the applicable invoice, as determined by the District.

I. Emergency and Disaster Services

The contractor shall provide hourly rates for emergency and disaster-related debris removal and recovery services. Rates shall include:

- Labor rates.
- Equipment rates.
- Operator costs.
- Fuel, maintenance, and repair costs.
- Overtime rates, if applicable.

The contractor shall provide documentation sufficient to support potential reimbursement through local, state, or federal agencies, if applicable.

Emergency and disaster-related services shall only be performed upon authorization by the District.

4. Contractor Responsibilities

The contractor shall:

- Provide experienced and properly trained staff.
- Assign a dedicated account manager or supervisor to the District.
- Use consistent crews familiar with the property whenever possible.
- Maintain strict discipline among employees.
- Ensure employees are properly uniformed and presentable.
- Ensure all work is performed in a neat, professional, and workmanlike manner.
- Comply with all OSHA requirements and applicable safety standards.
- Use proper safety equipment, including cones, vests, and warning equipment where needed.
- Ensure all vehicles and equipment used on roadways are properly equipped and legally compliant.
- Repair, at the contractor's sole cost, any damage caused by the contractor, its employees, agents, or subcontractors.
- Notify the District in writing of any conditions outside the contractor's control that may negatively affect landscaping, turf, irrigation, or plant health.
- Maintain all equipment in clean and safe operating condition.
- Dispose of all contractor-generated debris properly.

5. Reporting Requirements

The selected contractor shall provide a monthly landscape maintenance report in a format acceptable to the District. The report shall include, at a minimum:

- Work performed during the prior month.
- Areas serviced.
- Fertilization or chemical applications performed.
- Irrigation inspection findings.
- Landscape issues observed.
- Areas needing repair or replacement.
- Recurring problem areas.
- Outstanding work items.
- Recommendations for improvement.
- Photos of significant issues or completed work, when applicable.

The District may also require the contractor to attend periodic inspections or meetings with District representatives.

6. Inspections and Performance Standards

The District may perform monthly or periodic inspections of the maintained areas. The contractor shall be responsible for conducting its own routine inspections and correcting deficiencies in a timely manner.

If the District identifies deficient areas, the contractor shall respond in writing within the timeframe requested by the District. Unless otherwise directed, deficiencies shall be corrected within three business days or prior to submission of the next invoice.

Repeated failure to correct deficiencies may result in invoice deductions, withholding of payment, default notice, or termination.

7. Proposal Requirements

Each proposal shall include the following:

1. Company name, address, phone number, and primary contact.
2. Company background and years in business.
3. Experience with community development districts, HOAs, municipalities, or large-scale residential communities.
4. Description of staffing plan and crew size.
5. Name and qualifications of proposed account manager or supervisor.
6. Proposed maintenance schedule.
7. Description of equipment to be used.
8. Licenses and certifications.
9. Pest control and fertilization licenses, if applicable.
10. Irrigation inspection experience and capabilities.
11. List of subcontractors, if any.
12. Three references from similar communities or public entities.
13. Proof of insurance or sample certificate of insurance.
14. Confirmation of E-Verify compliance.
15. Proposed pricing using the pricing format below.
16. Any exclusions or assumptions.
17. Emergency response rates.
18. Optional service pricing.

8. Pricing Proposal Format

Proposers shall provide pricing in the following format:

Base Monthly Services

Service Category	Monthly Cost
Basic Landscape Maintenance, including minimum 42 cuts per year	\$ 8470.00
Fertilization / Pest Control, including minimum 4 fertilizer treatments per year	\$ 1850.00
Irrigation Inspection	\$ 850.00
Wetland-Adjacent / Special Areas	\$ 2450.00
Perimeter Property Line Maintenance	\$ 3200.00
Plant Beds / Entrance Features	\$ 4850.00
Other Included Services	\$ _____
Total Monthly Cost	\$ 21670.00

Annual / As-Needed Services

Service Category	Annual or Unit Cost
Palm and Oak Tree Trimming	\$ 175 oak 35 palm
Mulch Installation, per cubic yard	\$ 68/cu yd
Seasonal Annuals	\$ 2x \$2000/time with fertilized topsoil, mulch & 500 1G annuals
Irrigation Repair Labor Rate	\$ 75/man hour
Emergency Labor Rate	\$ 90/ground guy, \$110/cutting/sawman
Emergency Equipment Rate	\$ 350/hour skidsteer
Other Optional Services	\$ tree bracing \$95, tree staking kit (nylon) \$75

Add-Alternate: South Fence Line Maintenance

Service Category	Frequency	Cost
South Fence Line Basic Maintenance	12	\$ 1250.00
South Fence Line Fertilization	4	\$ 1100.00
Other Recommended Services		\$

9. Insurance Requirements

The selected contractor shall maintain insurance coverage throughout the term of the agreement. Required coverage shall include, at a minimum:

A. Workers' Compensation

Workers' Compensation insurance as required by Florida law, including Employer's Liability coverage with limits of not less than:

- \$100,000 per employee per accident.
- \$500,000 disease aggregate.
- \$100,000 per employee per disease.

If the contractor uses leased employees, the contractor must provide evidence of coverage and waiver of subrogation in favor of the District.

B. Commercial General Liability

Commercial General Liability coverage, including bodily injury, property damage, contractual liability, products and completed operations, and personal injury, with limits of not less than:

- \$2,000,000 per occurrence.
- \$2,000,000 aggregate.

C. Automobile Liability

Automobile Liability coverage for owned, leased, hired, and non-owned vehicles with limits of not less than:

- \$1,000,000 combined single limit.

D. Umbrella Liability

Umbrella Liability coverage with limits of not less than:

- \$1,000,000 per occurrence.

E. Additional Insurance Requirements

All required insurance policies, except Workers' Compensation unless approved otherwise, shall name the Waterstone Community Development District, its supervisors, officers, agents, employees, and volunteers as additional insureds.

The contractor shall provide certificates of insurance and required endorsements before commencing work.

The contractor shall be responsible for ensuring all subcontractors maintain required insurance coverage.

10. Legal and Compliance Requirements

The selected contractor shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, licensing requirements, and permitting requirements.

The selected contractor must comply with the following, as applicable:

- Florida public records requirements.
 - E-Verify requirements under Section 448.095, Florida Statutes.
 - Public Entity Crimes requirements under Section 287.133, Florida Statutes.
 - Scrutinized Companies requirements under Section 287.135, Florida Statutes.
 - OSHA safety requirements.
 - Environmental laws and regulations related to fertilizers, pesticides, chemicals, and fuel handling.
 - Applicable conservation, wetland, and stormwater protection requirements.
- The contractor shall be responsible for all taxes, licenses, permits, fees, and approvals necessary to perform the work.

11. Public Records

The selected contractor shall comply with Chapter 119, Florida Statutes, as applicable. The contractor shall maintain public records required by the District to perform the services and shall provide such records upon request in accordance with Florida law.

12. E-Verify

The selected contractor shall certify that it is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of newly hired employees, as required by Florida law.

The contractor shall require any subcontractors to provide proof of E-Verify compliance.

13. Subcontractors

The contractor shall not assign work to subcontractors without prior written approval from the District. The contractor shall remain fully responsible for all work performed by its subcontractors and for all acts, omissions, damages, or failures of its subcontractors.

14. Term of Agreement

The District anticipates entering into an initial one-year agreement with the selected contractor. The agreement may include renewal options upon mutual agreement of the parties and approval by the District's Board of Supervisors.

The District reserves the right to negotiate the final contract terms with the selected proposer.

15. Termination

The final agreement shall include termination rights for the District. The District reserves the right to terminate the agreement with or without cause upon written notice, as determined by the final agreement approved by the District.

The contractor shall be paid for properly completed and authorized work performed prior to termination, subject to any claims, offsets, deductions, or deficiencies.

16. Evaluation Criteria

Proposals may be evaluated based on the following criteria:

- Total proposed cost.
- Experience with similar communities or public entities.

- Qualifications of staff and supervisors.
- Understanding of the District's maintenance needs.
- Proposed service schedule.
- Quality of references.
- Irrigation and turf management capabilities.
- Responsiveness and reporting procedures.
- Ability to meet insurance and compliance requirements.
- Emergency response capabilities.
- Overall value to the District.

The District reserves the right to reject any and all proposals, waive minor irregularities, request additional information, conduct interviews, negotiate with one or more proposers, and select the proposal that is in the best interest of the District.

17. Site Visit

Proposers are strongly encouraged to visit the property prior to submitting a proposal. By submitting a proposal, the proposer represents that it has reviewed the areas to be maintained, understands the site conditions, and has accounted for all labor, materials, equipment, and services necessary to perform the work.

The District may schedule a mandatory or optional pre-proposal site meeting. Details will be provided separately.

18. Submission Instructions

Proposals shall be submitted to:

Waterstone Community Development District
c/o Governmental Management Services
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: District Manager

Email: Mhans@gmssf.com & mlesnansky@calmfla.com

Proposal Deadline: 7/1/26

Anticipated Award Date: 7/12/2026

Anticipated Start Date: 9/1/26

Proposals shall be clearly labeled:

“Proposal for Landscape and Irrigation Maintenance Services – Waterstone CDD”

19. Reservation of Rights

The District reserves the right to:

- Reject any and all proposals.
- Waive informalities or irregularities.
- Request clarification or additional information.
- Negotiate final pricing and contract terms.
- Award all services or only selected portions of the requested scope.
- Award optional or add-alternate services separately.
- Select the proposal that the District determines is in its best interest.

Submission of a proposal does not create any right to award, payment, reimbursement, or contract with the District.

20. Questions

All questions regarding this RFP shall be submitted in writing to:

Matt Hans

Email: Mhans@gmssf.com

Phone: 954-512-9580

The District may issue written responses or addenda as necessary. Proposers are responsible for confirming receipt of any addenda prior to submitting a proposal.

21. Attachments

The District may provide the following attachments as part of the RFP package:

- Maintenance area map;
<https://www.google.com/maps/d/edit?mid=1pZKootugsK8funt5DOE7UE2HXK4yObs&ll=27.531160042174754%2C-80.4103953850521&z=17>



GREENLAND NURSERY EAST INC

1208 White Oak Ln
Fort Pierce, FL 34982-7680
USA
+17724672634
office@greenlandplants.com



Estimate

ADDRESS

Governmental Management
Services-South Florida
2160 Reserve Park Trace
Port Saint Lucie, Florida
34986

ESTIMATE # 2929**DATE 06/23/2026**

	QTY	RATE	AMOUNT
Waterstone Plant Replacement			0.00
LIFT STATION #2			0.00
Services	55	20.00	1,100.00
Clusia 3G			
LIFT STATION #1			0.00
Services	50	20.00	1,000.00
Clusia 3G			
FRONT ENTRANCE GUARD HOUSE ISLAND			0.00
Services	8	20.00	160.00
Green Island Ficus 3G			
Services	52	20.00	1,040.00
Dwarf Ixora 3G			
Services	24	20.00	480.00
Green Island Ficus 3G			
Services	1	450.00	450.00
Removal & Disposal of both			
CENTER ISLAND			0.00
Services	156	20.00	3,120.00
Dwarf Ixora 3G (Removal)			
Services	100	20.00	2,000.00
Dwarf Podocarpus 3G (Removal Green Island Ficus)			
Services	40	20.00	800.00
Dwarf Podocarpus 3G			
Services	7	21.00	147.00
Loropetalum 3G			
Services	2	435.00	870.00
Christmas Palms Triple 25G			

	QTY	RATE	AMOUNT
Services	5	425.00	2,125.00
Robellini Palms Triple 25G (Remove Hibiscus Trees)			
Services	1	850.00	850.00
Removal & Disposal			
NORTH MONUMENT			0.00
Services	35	20.00	700.00
Trinette 3G			
Services	70	20.00	1,400.00
Dwarf Ixora 3G			
Services	1	600.00	600.00
Removal & Disposal Dwarf Ixora			
SOUTH MONUMENT			0.00
Services	70	20.00	1,400.00
Dwarf Ixora 3G			
Services	35	20.00	700.00
Trinette 3G			
Services	1	600.00	600.00
Removal & Disposal			
1ST NORTH LANDSCAPE BED			0.00
Services	24	21.00	504.00
Florida Privet 3G			
Services	40	19.00	760.00
Fakahatchee Grass 3G			
Services	1	200.00	200.00
Removal & Disposal			
2ND NORTH BED			0.00
Services	135	20.00	2,700.00
Blue Plumbago 3G (Removal)			
Services	25	21.00	525.00
Florida Privet 3G			
Services	2	500.00	1,000.00
Sod (Pallets)			
Services	1	350.00	350.00
Removal & Disposal			
3RD NORTH BED			0.00
Services	75	20.00	1,500.00
Panama Rose 3G (Removal)			
Services	6	19.00	114.00
Fakahatchee Grass 3G			
Services	1	450.00	450.00
Removal & Disposal			
4TH NORTH LANDSCAPE BED			0.00
Services	7	19.00	133.00
Fakahatchee Grass 3G			
Services	15	20.00	300.00
Blue Plumbago 3G			
5TH NORTH BED			0.00
Services	25	19.00	475.00

	QTY	RATE	AMOUNT
Fakahatchee Grass 3G			
Services	10	20.00	200.00
Jupiter Parsoni 3G			
1ST SOUTH BED			0.00
Services	50	20.00	1,000.00
Firebush 3G			
Services	15	19.00	285.00
Fakahatchee Grass 3G			
Services	35	21.00	735.00
Florida Privet 3G			
3RD SOUTH BED			0.00
Services	80	20.00	1,600.00
Firebush 3G (Removal, Heavy)			
Services	12	20.00	240.00
Blue Plumbago 3G			
Services	1	750.00	750.00
Removal & Disposal			
4TH SOUTH BED			0.00
Services	6	21.00	126.00
Florida Privet 3G			
5TH SOUTH BED			0.00
Services	20	20.00	400.00
Blue Plumbago 3G			
Services	1	250.00	250.00
Remove Dead Cabbage Palm			
6TH SOUTH BED			0.00
Services	30	20.00	600.00
Blue Plumbago 3G			
Services	60	20.00	1,200.00
Panama Rose 3G			
Services	1	250.00	250.00
Remove Dead Cabbage Palm			
7TH SOUTH BED			0.00
Services	100	20.00	2,000.00
Firebush 3G (Remove Plumbago)			
Services	1	450.00	450.00
Removal & Disposal			
Services	1	250.00	250.00
Remove Dead Cabbage Palm			
POOL			0.00
Services	145	45.00	6,525.00
Clusia 7G (Removal of Existing Large)			
Services	1	450.00	450.00
Christmas Palm 25G (Remove Clusia Tree)			
Services	1	4,200.00	4,200.00
Removal & Disposal			
CLUBHOUSE			0.00
Services	2	165.00	330.00

	QTY	RATE	AMOUNT
Birds of Paradise - Orange 15G			
Services	22	20.00	440.00
Viburnum Suspensum 3G			
Services	30	22.00	660.00
Mammy Crotons 3G			
Services	1	435.00	435.00
Robellini Palm Triple 25G			
PARKING			0.00
Services	4	145.00	580.00
Clusia 15G			
Services	16	45.00	720.00
Clusia 7G			
Services	1	450.00	450.00
Removal & Disposal			

A DEPOSIT OF 40% IS REQUIRED TO
ADD YOUR JOB TO OUR SCHEDULE

TOTAL

\$53,679.00

WARRANTY:

All materials and workmanship are warranted for one (1) year from the date of installation. Warranty is void without proper irrigation. Acts of nature are excluded.

Accepted By

Accepted Date

**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #152497**Customer Address**

Governmental Management Services LLC
Matthew Hans
2160 Reserve Park Trace
Port St. Lucie, Florida 34986
MHans@gmssf.com

Billing Address

Tiziana Cessna
Governmental Management Services LLC
GMS-SF, LLC
5385 N Nob Hill Rd
Sunrise, FL 33351

Physical Job Address

Waterstone Subdivision
8851 Waterstone Boulevard
Fort Pierce, FL 34951

Job

Waterstone replanting proposal -
June 2026

Estimated Job Start Date

July 31, 2026

Proposed By

John C Canard

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Firebush "Firefly" Installed (E)	3 Gallon Plant	1	\$17.50	\$17.50
Dwarf Yaupon Holly "Schillings" (stokes dwarf)	3 Gallon Plant	80	\$17.50	\$1,400.00
Dwarf Ixora "Red"	3 Gallon Plant	348	\$17.50	\$6,090.00
Plumbago "Blue" Installed (E)	3 Gallon Plant	182	\$17.50	\$3,185.00
Green Island Ficus Installed (E)	3 Gallon Plant	24	\$17.50	\$420.00
Podocarpus "Pringle" Installed (E)	3 Gallon Plant	100	\$17.50	\$1,750.00
Podocarpus "Japanese Yew" Installed (E)	3 Gallon Plant	20	\$17.50	\$350.00
Blue Daze "Blue My Mind" Installed (E)	1 Gallon Plant	70	\$7.50	\$525.00
Croton Mammy Installed (E)	3 Gallon Plant	30	\$17.50	\$525.00
Indian Hawthorn Installed (E)	3 Gallon Plant	22	\$17.50	\$385.00
Bird of Paradise "White" Installed (E)	7 Gallon Plant	2	\$99.97	\$199.94
Adonia Palm Triple (Christmas Palm)	30 Gallon Plant	3	\$295.00	\$885.00
Palm Pygmy Date Triple (5'-6')	6' OA	5	\$395.00	\$1,975.00
Clusia "Pitch Apple" (large leaf) installed (E)	7 Gallon Plant	145	\$59.97	\$8,695.65
Clusia "Pitch Apple" (large leaf) installed (E)	3 Gallon Plant	105	\$17.50	\$1,837.50
Schefflera Arboricola Trinette "variegated" Installed (E)	3 Gallon Plant	70	\$17.50	\$1,225.00
Japanese Privet Ligustrum "Sunshine "	3 Gallon Plant	90	\$17.50	\$1,575.00
Fakahatchee Grass Installed (E)	3 Gallon Plant	103	\$17.50	\$1,802.50
Panama Rose Installed (E)	3 Gallon Plant	135	\$17.50	\$2,362.50
Juniper Parsonii Installed (E)	3 Gallon Plant	10	\$17.50	\$175.00
Viburnum Suspensum "Sandankwa"	3 Gallon Plant	22	\$17.50	\$385.00
Bird of Paradise "Orange"	15 Gallon Plant	2	\$298.71	\$597.42
Cocoa Mulch Installed (E)	Cubic Yard	167	\$79.97	\$13,354.99
Subtotal				\$49,718.00
Estimated Tax				\$0.00
Job Total				\$49,718.00

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dteandscape.com/terms-and-conditions/>.

Front Entrance Guard House Island:

Install 3g 52 Dwf Ixora

Install 24 3g Green Island Ficus

Center Island:

Install 156 Dwf Ixora

Install 100 3g Dwf Podocarpus

Install 20 3g Podocarpus

Install 7 3g Lorapetalum

Install 2 30g Triple Christmas Palms

Install 5 4-5' Pygmy Date Palms (Robellini Palms)

North Monument:

Install 70 3g Dwf Ixora

Install 35 1g Bluedaze

South Monument:

Install 70 3g Dwf Ixora

Install 35 1g Blue Daze

1st North Landscape bed:

Install 24 3g Dwf Holly (Ilex)

Install 40 3g Fakahatchee grass

2nd North bed:

Install 135 Blue Plumbago

Install 25 3g Dwf Holly

Install 2 pallets sod

3rd North bed:

Install 75 3g Hibiscus (COLOR)

Install 6 3g Fakahatchee grass

4th North bed:

Install 7 3g Fakahatchee grass

Install 15 3g Plumbago

5th North bed:

Install 25 3g Fakahatchee grass

Install 3g Juniper

1st South bed:

Install 50 3g Firebush

Install 15 3g Fakahatchee grass

2nd South bed:

Install 10 3g Fakahatchee grass

Install 35 3g Dwf Holly

3rd South bed:

Install 80 3g Firebush

Install 12 3g Blue Plumbago

4th South bed:

Install 6 3g Dwarf Holly(Ilex)

5th South bed:

Install 20 3g Blue Plumbago

6th South bed:

Install 30 3g Blue Plumbago

Install 60 3g Hibiscus(COLOR)

7TH South bed:

Install 100 3g Firebush

Pool area:

Install 145 7g Calusa

Install 1 25g Christmas Palm

Clubhouse:

Install 2 7g White Bird of Paradise

Install 22 3g Indian Hawthorn

Install 30 3g (Petra Croton or Mammy)

Install 2 4-5' Pygmy Date Palm (Robeline)

Install 22 3g Viburnum Suspensum

Install 2 15g Orange Bird of Paradise

Lift station 1:

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

Install 50 3g Calusia

Lift Station 2:

Install 55 3g Calusia

Additional bed items:

Install 70 3g Verigated Arboricola

Install 90 3g Ligustrum

Install 103 3g Fakahatchee Grass

Install 135 3g Panama Rose

Install 10 3g Parsoni Juniper

~~Added existing proposal:~~

~~Cut back Seagrape's at front entrance~~

~~Cut back Seagrape's at pool area~~

~~Cut back Calusa around utilities~~

~~Added existing proposal:~~

~~Remove cold damaged planting on common area (Clubhouse/Front entrance/27th st berm)~~

Added existing proposal:

Install 167 yards Coco mulch on all common area's

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

John C Canard
Down to Earth

Date

Agreed & Accepted By:

Governmental Management
Services LLC

Date

CHANGE ORDER NO. 1

Date of Issuance: February , 2026 Effective Date: _____

Project: Asphalt Pavement Milling and Resurfacing Work	District: Waterstone Community Development District	District's Contract No.:
Contract: Asphalt Pavement Milling and Resurfacing Work Agreement	Date of Contract: October 24, 2025	
Contractor: M&M Asphalt Maintenance, Inc., doing business as All County Paving	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: Asphalt paving Final Lift, Manhole/Catch Basin Rim Adjustment Thermoplastic Pavement Markings

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Working days Calendar days
\$180,344.00	Times:
	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders
\$16,321.00	No. _____ to No. _____:
	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$180,344.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:
\$16,321.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$196,665.00	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:
WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT

Signed by:
By: 
6A8AF42913384FA...
Title: Chairman
Date: 2026-06-16

ACCEPTED:
M&M ASPHALT MAINTENANCE, INC.,
DOING BUSINESS AS ALL COUNTY
PAVING

Signed by:
By: 
6B9E3D8B27944B9...
Title: Paving advisor
Date: 2026-03-10



Matt Hans
Governmental Management Services South of Florida
5385 North Nob Hill Road
Sunrise, FL 33351
mhans@gmssf.com
954-512-9580

PROJECT INFORMATION

Waterstone
Waterstone Blvd
Fort Pierce, FL 34951

CHANGE ORDER REQUEST

Date: 11 / 14 / 2025
Job Number: 10-017693
Change Order # 001

SCOPE OF WORK

ASPHALT PAVING FINAL LIFT: For onsite paving final lift, Up to 363 Sq. Yds.

1. Apply a DOT approved tack coat
2. Install 1" to 3" hot plant mixed asphalt Type SP-9.5
3. Roll and compact areas using a steel drum and rubber tire roller.
4. Haul away any related debris

*Proposal does not include sweeping and/or excessive clean-up of rock or bottom lift

MANHOLE/CATCH BASIN RIM ADJUSTMENT

1. Install (3) Ring risers to adjust manhole to the new asphalt elevations.
2. Haul away any related debris.

THERMOPLASTIC PAVEMENT MARKINGS

1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include: **5 Single line stalls, 1 Double stop bar, 2 stop bars, 60 LF of double yellow line, 9 blue RPM's, 2 Red RPM's**
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

16,321.00

Change Order Amount \$

Customer to sign here in acceptance
of the above change order details

☐ Select if Billing Information is different from above

PAVEMENT
MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR

2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

South FL Corporate Office
1180 SW 10th St. Delray
Beach, FL 33444
561-588-0949

GIVING CUSTOMERS

35 YEARS OF GOVERNMENTAL SOLUTIONS

Sales Representative
Samuel Garcia
T: (561) 531-9534
E: js Garcia@allcountypaving.com

www.ALLCOUNTYPAVING.com

CHANGE ORDER NO. 1

Date of Issuance: February , 2026 Effective Date: _____

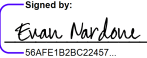
Project: Gate Access System Installation	District: Waterstone Community Development District	District's Contract No.:
Contract: Gate Access System Installation and Maintenance Agreement	Date of Contract: August 13, 2025	
Contractor: St. Moritz Security Services, Inc.	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: Exit side gate system: Includes boring, conduit, cabling, concrete, gate operators, vehicle detection loops, equipment rental, low voltage connections, and electrical connections provided by subcontracted electrician.

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Working days Calendar days
\$64,413.34	Times: Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders
\$40,260.56	No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$64,413.34	Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:
\$40,260.56	Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$104673.90	Substantial completion (days or date): Ready for final payment (days or date):

ACCEPTED: WATERSTONE COMMUNITY DEVELOPMENT DISTRICT	ACCEPTED: ST. MORITZ SECURITY SERVICES, INC.
By:  6A8AF42913384FA...	By:  56AFE1B2BC22457...
Title: <u>Chairman</u>	Title: <u>CTO</u>
Date: <u>2026-06-16</u>	Date: <u>2026-03-11</u>

St. Moritz Security Services, Inc. – Proposed Solution

St. Moritz Security Services, Inc. Proposed Solution				
Recurrence	Product Name/Description	List Price	Quantity	One-Time Total
One-Time	Exit side gate system: Includes boring, conduit, cabling, concrete, gate operators, vehicle detection loops, equipment rental, low voltage connections, and electrical connections provided by subcontracted electrician.	\$40,260.56	1	\$ 40,260.56
Sub Total:				\$ 40,260.56
Sales Tax Rate:				
Sales Tax:				\$ -
Grand Total:				\$ 40,260.56

Notes & Description:

Sales Tax is based on government regulations/laws and will be adjusted for collection, as necessary

Remarks/Proposal Notes

Sales tax is collected in accordance with local, state, and federal regulations/laws and may be adjusted for collection, as necessary.

If applicable, installation/labor is estimated and will be billed as actual.



Authorized Signature and Date



Name and Title (Please Print)

If you have any questions, concerns, or queries regarding this proposal, please feel free to contact
Evan Nardone at 412-885-3144 or Mike McConnell at 724-683-4306.

St. Moritz
SECURITY SERVICES, INC.

4600 Clairton Blvd.

Phone: 412-885-3144 Fax: 412-942-0263

Email: enardone@smssi.com | mmccconnell@smssi.com

<http://www.smssi.com>

The content of this proposal is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this proposal with any third party, without a written consent of the sender. If you received this proposal by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

2



Contract No. - 141472

Waterstone Subdivision

Remove cold damaged plants on Common ground (Clubhouse Front entrance going to the blvd

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Remove cold damaged plants and prep area's	1.00	\$4,089.79	\$4,089.79
			\$4,089.79

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
LCE025: Tree/Plant Installation	\$0.00	\$4,089.79
		\$0.00
		\$4,089.79

Sale	\$4,089.79
Sales Tax	\$0.00
Total	\$4,089.79

By _____
John C Canard

Date _____
**Down to Earth Landscape &
Irrigation**

By _____

Date _____
Waterstone Subdivision



Contract No. - 142041

Waterstone Subdivision

TRACTOR REQUIRED

Remove Seagrapes on the entrance

Remove the Calusa hiding utilities on South side of the main entrance

Remove Calusa around the pool

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Removal of cold damaged plants that will require tractor	1.00	\$4,907.76	\$4,907.76
Irrigation Labor (Hide)	1.00	\$85.00	\$85.00
			\$4,992.76

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
LCE025: Tree/Plant Installation	\$0.00	\$4,907.76
Irrigation will need checked for any adjustments or breaks after removal	\$0.00	\$150.00
		\$0.00
		\$5,057.76

Sale	\$5,057.76
Sales Tax	\$0.00
Total	\$5,057.76

By _____
John C Canard

By _____

Date _____

Date _____

**Down to Earth Landscape &
Irrigation**

Waterstone Subdivision

H BLUE O POOLS & SPA
1204 FLEETWOOD LANE
FORT PIERCE, FL 34982

July 20,2026

Waterstone:

Proposal for a Pentair 350733Z Eqkt1000 Tefc Enclosed 10HP
Motor, installed with all new seals - \$5,600.00

Sandy Gordon, President
Sandy Gordon Inc.

Approved: _____

Date: _____

AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS

THIS AGREEMENT made and entered as of the date signed by the last party below (the "Effective Date"), by and between the **ST. LUCIE COUNTY** (hereinafter "County"), a political subdivision of the State of Florida, and **WATERSTONE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner"), a special purpose unit of local government established under Chapter 190, Florida Statutes.

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the County and the Owner of the private roads; and

WHEREAS, the Owner holds legal title to the roads located within the Waterstone Community in the unincorporated area of the County; and

WHEREAS, the Owner has requested that the County exercise traffic enforcement jurisdiction over the Owner's roads on the terms and conditions set forth herein; and

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with Chapter 190, Florida Statutes, and other applicable governing documents; and

WHEREAS, the County has consulted the St. Lucie County Sheriff regarding traffic control and enforcement within CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. Authorization. The Owner holds legal title to the roads described in Exhibit "A" and its Board of Supervisors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.

2. Traffic Enforcement. Pursuant to Section 316.006(3)(b), Florida Statutes, the County and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit "A" attached hereto and incorporated by this reference to the County. The St. Lucie County Sheriff (hereinafter "Sheriff") shall enforce the Florida Uniform Traffic Control Laws and the Code of Ordinances of St. Lucie County, Florida on such roads. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the Sheriff. Owner may in no way attempt to influence or otherwise control County relating to the enforcement of traffic laws by the Sheriff on the Owner's roadways.

3. Costs. The County may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by May 1 of each year. Such invoice shall be paid by Owner on or before June 1 of each year.

4. Traffic Control Devices. Owner has provided to the County an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices/signs conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such

certification is attached hereto as Exhibit "C." Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the County shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the County may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the Sheriff enforcing any traffic laws under this Agreement.

5. Release and Indemnification. In consideration for making and entering into this Agreement described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner, by its presence, for itself and for anyone claiming by, through, or under it, respectively, does hereby fully and forever disclaim, waive, surrender, remise, release, acquit, satisfy, and discharge County, its employees, representatives, agents, commissioners, and the St. Lucie County Sheriff, his employees, representatives, or agents, individually, jointly and severally, from any rights, powers, prerogatives, injuries, privileges, and interests (beneficial or otherwise), claims, demands, damages, both compensatory and punitive, costs and attorney's fees, actions, causes of action, whether arising at law or in equity, arising from, in connection with, or by reason of actions and causes of action whether arising at law or in equity, arising from, in connection with, or by reason of this Agreement. To the extent permitted by law without waiver of sovereign immunity in tort, Owner shall indemnify, defend, and hold harmless the County and/or Sheriff and all of their respective officers, deputies, agents, representatives, and employees, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, caused by negligence of the Owner or its officers, agents, representatives, or employees.

6. Term. This Agreement shall commence upon its Effective Date and have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year renewal terms upon written request by Owner to County no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the County Commission at a public meeting. County Commission may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven (7) calendar days prior to the date of termination.

7. Entire Agreement. This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the County Council at a public meeting and executed in writing by the parties.

8. Assignment. This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.

9. Maintenance. Owner shall continue to be responsible for the maintenance of the roads described in Exhibit "A" in a reasonable condition and the Sheriff shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.

10. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the County is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the County, and the Owner shall be entitled to none of the rights, privileges, or benefits of County employees.

11. Employee Status. Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

12. Notice. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

County:

Required Copy to:
County Administrator
2300 Virginia Avenue.
Fort Pierce, Florida 34982

Sheriff
4700 W. Midway Road
Fort Pierce, FL 34981

Owner:

Waterstone Community Development District
District Manager, c/o GMS-SF, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

WHEREFORE, the parties hereto have executed the *Agreement for Traffic Enforcement on CDD Roads*.

ATTEST

ST.LUCIE COUNTY

By: _____
Name: _____
Title: County Clerk

By: _____
Name: _____
Title: Chair, Board of County Commissioners
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: County Attorney

WITNESS

WATERSTONE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson
Date: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____ as _____, of WATERSTONE COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or who has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT "A"
CDD Roads

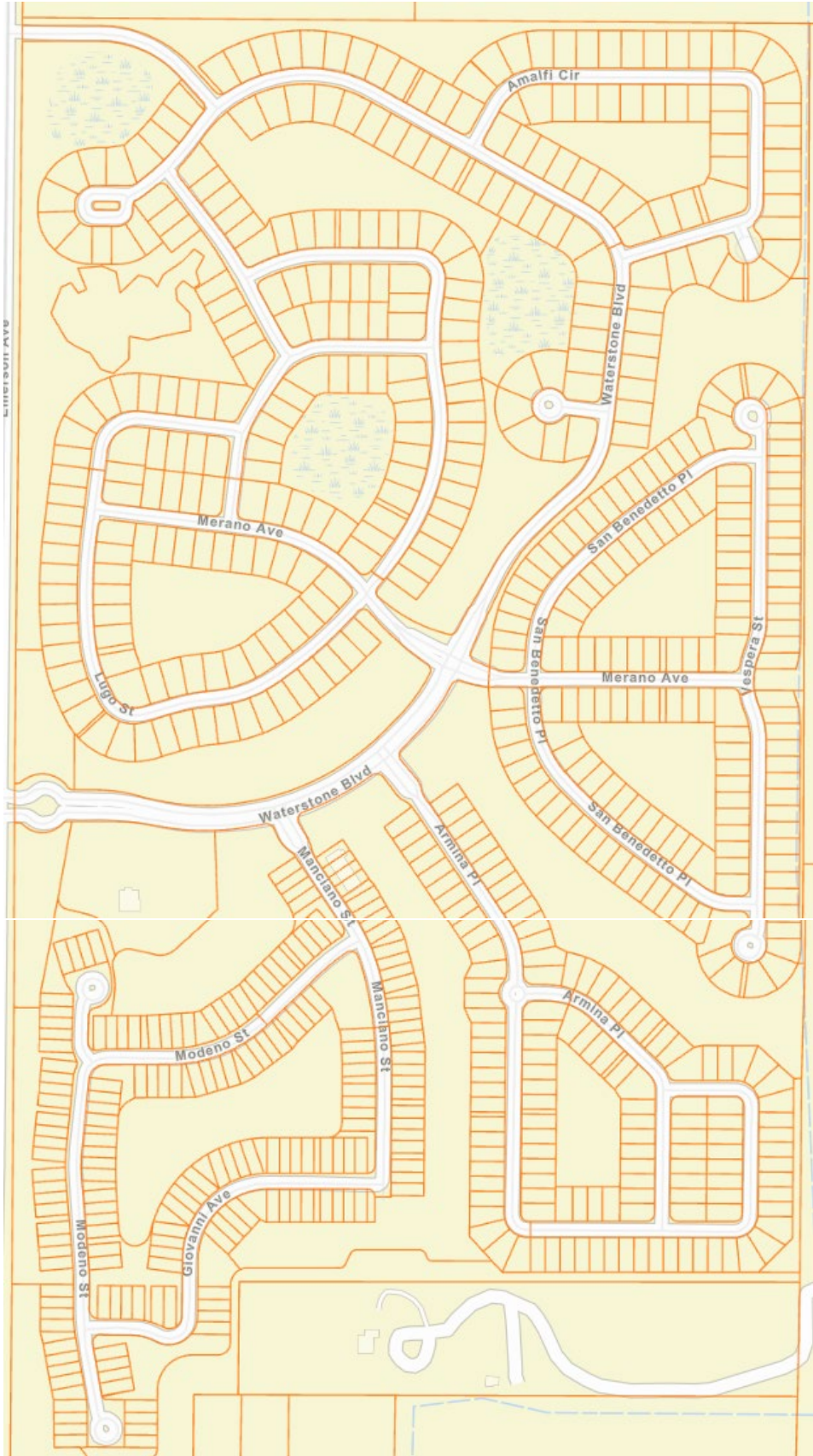


EXHIBIT “B”
Insurance Certificate

EXHIBIT "C" and "C-1"
Engineer's Certification

This Engineer's Certification is issued solely for the purpose of the Agreement For Traffic Enforcement on CDD Roads between St. Lucie County ("County") and Waterstone Community Development District ("Owner".)

Owner's roads were substantially completed in 2007 as shown in the Post Construction Record Drawings certified by CCL Consultants, Inc. on August 27, 2007. Since 2007, Owner's Roads have received maintenance work consisting of milling, surfacing and pavement marking on some roads without changing the original design.

20 MPH speed signs have been added to Owner's roads as shown in Exhibit C-1 attached to this certification.

Alvarez Engineers, Inc. has inspected Owner's roads and certifies that, at the time of inspection, Owner's roads were in substantial conformance with the objectives for Residential Street Design as described in Chapter 16 of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as per Rule # 14-15.002, F.A.C.

Print Name: _____
FL P.E. No. _____

EXHIBIT "C" and "C-1"
Engineer's Certification



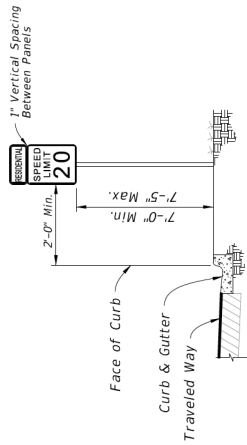
NOT FOR CONSTRUCTION
PRELIMINARY AND SUBJECT TO CHANGE

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	WATERSTONE CDD	COUNTY	ST. LUCIE	SPEED LIMIT SIGNING PLAN	SHEET NO.
									S-1
					Alvarez Engineers, Inc. FLORIDA REGISTRATION NO. 12530 8033 N.W. 35 Ave, Suite 101 West Palm Beach, FL 33411 Tel: (561) 944-1044 Fax: (561) 944-5346				
					1/10/2023 10:48:39 AM Default P:\NBS03 - Waterstone CDD\CADD\Speed Signs\PLAN001.dgn				

NOT FOR CONSTRUCTION
PRELIMINARY AND SUBJECT TO CHANGE

GOVERNING STANDARDS

All signing and pavement markings installed as part of these plans shall conform to the 2009 edition of the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices for street and highways, the Florida Department of Transportation (FDOT) Standard Plans, FY 2022-23, and the FDOT Standard Specifications for Road and Bridge Construction, FY 2022-23. All sign panels shall be fabricated to comply with the FHWA Standard Highway Signs, 2004 Edition and 2012 Supplement.



CASE V
Use in Business or Residential Areas Only

FOUNDATION TABLE			
Column (Post) Size	Foundation Alternatives		
	Driven Post *	Concrete (Class I)	
Outside Diameter (in)	Wall Thk. (in)	Embedment Depth (ft) without Soil Plate	Stub Length (ft)
2.0	$\frac{1}{8}$	4.5	2.5
2.5	$\frac{1}{8}$	5.0	3.0
3.0	$\frac{1}{8}$	5.0	3.5
3.5	$\frac{3}{16}$	6.0	4.5
4.0	$\frac{1}{4}$	2.0	3.5
4.5	$\frac{1}{4}$	2.0	4.0
5.0	$\frac{1}{4}$	2.0	4.5
6.0	$\frac{1}{4}$	2.0	5.0
8.0	$\frac{1}{4}$	2.0	5.5

* INSTALLING FRANGIBLE COLUMN SUPPORTS:
Columns (posts) $\frac{3}{16}$ O.D. and less are considered frangible and may be installed either by driving the post or setting the posts in preformed holes. Backfill preformed holes with suitable material tamped in layers not thicker than 6" (to provide adequate compaction) or filled with flowable fill or bagged concrete.

Min. Post Diameter and Min. Driven Post in Ground

GENERAL NOTES:

- Aluminum Sign, Wind Beams and Column (Post) Materials:
A. Aluminum Sign: 6061-T6 Aluminum
B. Aluminum Bars and Extruded Shapes: ASTM B221, Alloy 6061-T6
C. Aluminum Structural Shapes: ASTM B221, Alloy 6061-T6
D. Cast Aluminum: ASTM B26 Alloy A356-T6
E. Aluminum Weld Material: ER 5556 or 5356
- Sign Mounting Bolts, Nuts and Washers:
A. Aluminum Button Head and Flat Head Bolts: ASTM F468 Alloy 2024-T4
B. Aluminum Hex Nuts: ASTM F467 Alloy 6061-T6 or 6262-T9
C. Aluminum Washers: ASTM B221, Alloy 7075-T6
- Stainless Steel Bolts, Nuts and Washers may be used in lieu of the Aluminum button head and flat head bolts as follows:
A. Stainless Steel Bolts: ASTM F193 Alloy Group 2, Condition A, CW1 or SH1
B. Stainless Steel Nuts: ASTM F394
- Sign Column (Post) Bolts, Nuts and Washers:
A. Galvanized U-Bolt (Column): ASTM A449 or ASTM A193 B7 according to ASTM F2329 with double nuts (nut and lock washer optional).
B. Aluminum Hex Bolt (Column): ASTM A449 or ASTM A193 B7 according to ASTM F2329 with double nuts (nut and lock washer optional).
C. Hex Nuts F467 6061-T6, 6262-T9 and Washers B221, Al clad 2024-T4
D. Galvanized High Strength Hex Head Bolts (Base Bolts): ASTM F3125, Grade A325, Type 1
E. Galvanized Hex Nuts: ASTM A563 Grade D
F. Galvanized Washers: ASTM F436
G. Galvanized Bolts (Sleeve): ASTM A307 with Galvanized Hex Nuts and Washers
- Coatings:
A. Aluminum Fasteners: Anodic coating (0.0002 inches min.) and chromate sealed
B. High Strength Steel Bolts and Washers: ASTM F2329 galvanize-ASTM A123
C. Aluminum Fasteners: Anodic coating (0.0002 inches min.) and chromate sealed
D. Repair damaged galvanizing in accordance with Specification 562

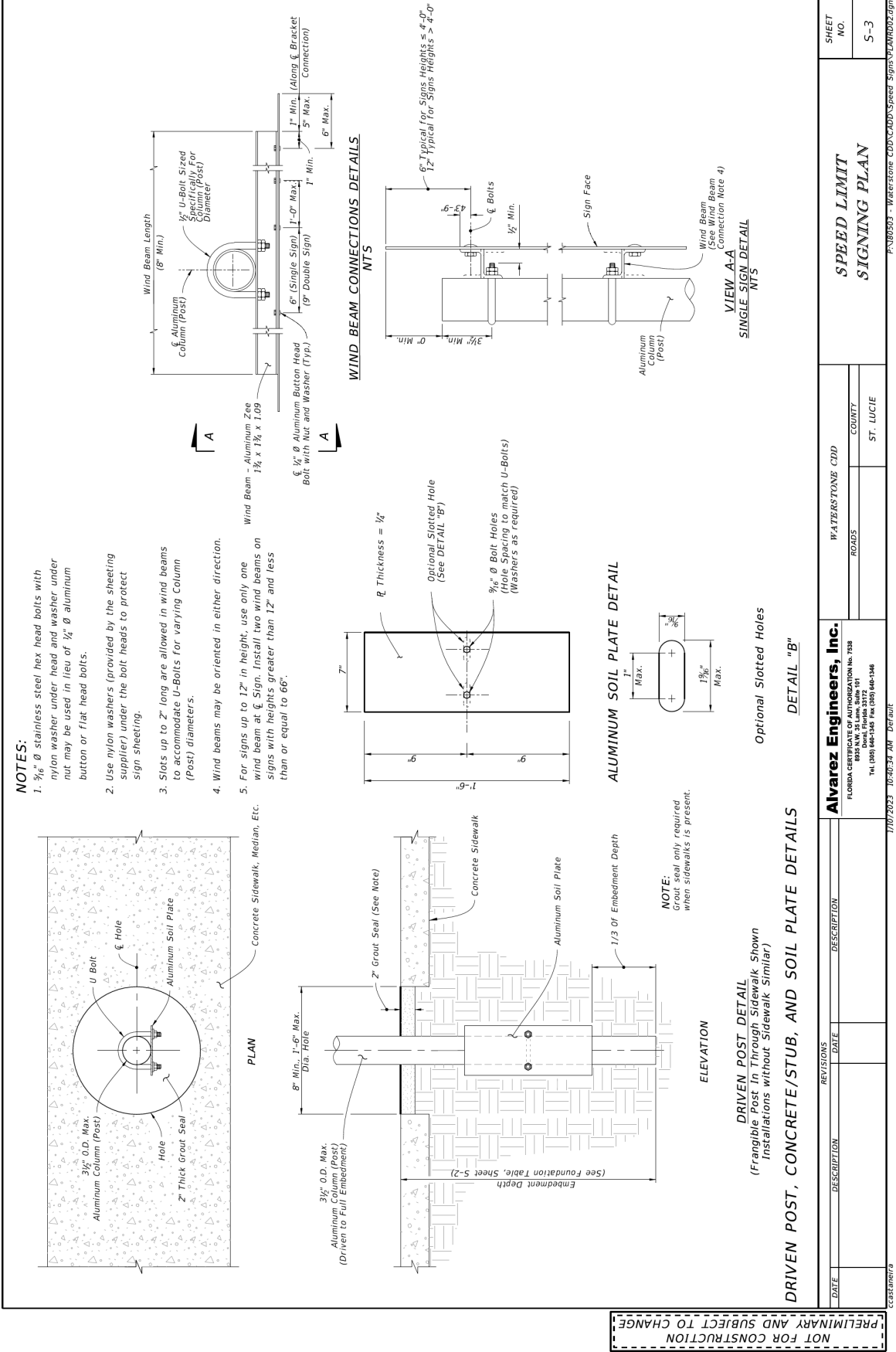
6. Verify the length of sign supports in the field prior to fabrication.

7. Install ground signs at an angle of 1 to 4 degrees away from the traffic flow (see illustration). Install shoulder mounted signs rotated counterclockwise and median curve mounted signs rotated clockwise and shoulder curve mounted signs rotated clockwise as noted above from the perpendicular to the motorist line of sight.



- The mounting heights are measured from the bottom of the sign panel to a horizontal line extended from the Edge of Pavement. The mounting height shall be measured from the traveled way or from the ground surface at the back of curb.
- Do not install sign supports in the bottom of ditches.
- Install sign supports so they do not reduce the accessible width of sidewalks or shared use paths to less than 4 ft.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	DATE
Alvarez Engineers, Inc.			SPEED LIMIT SIGNING PLAN		
FLORIDA CERTIFICATE OF AUTHORIZATION No. 7938 Professional Engineer David, Florida 33172 Tel: (305) 440-1345 Fax: (305) 440-1346			WATERSTONE CDD ROADS		SHEET NO.
			COUNTY		5-2
			ST. LUCIE		
PNB0503 - Waterstone CDDCADNSpeed SignsPLAN002.dgn					





WATERSTONE CDD

FIELD REPORT



AUGUST 13, 2026



FIELD SUPERVISOR REPORT
Monique Lesnansky / Andressa Hinz-Philippi
MLesnansky@calmfla/ahphilippi@gmssf.com
Phone# 954 512-9580/ 954-7218681x217

WATERSTONE CDD

POOL

- Pool Pump Motor repair
 - Pool motor failed after more than 2 years of use and must be replaced. This motor is specially made to order, and we are waiting on the vendor to replace it and resume pool activity.
- Pool Rules Reminder notice distributed to the community
- Pool was closed down due to human excrement; pool was treated and sanitized multiple times



COMMON AREAS

- Replacement Volleyball and Tennis court nets have been ordered
 - The lights are currently being repaired due to an electrical issue. We anticipate the repairs are to be completed by week end.

Governmental Management Services- South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351



FIELD SUPERVISOR REPORT
Monique Lesnansky / Andressa Hinz-Philippi
MLesnansky@calmfla/ahphilippi@gmssf.com
Phone# 954 512-9580/ 954-7218681x217

- Potholes: 1 pothole has been repaired since last meeting
- Abandoned vehicle was removed from the clubhouse parking lot



- Clubhouse Rentals: 2
- Entrance gate installation completed
 - o Transponders have been distributed.
 - o In June, 40 hours a week were scheduled for distribution and are currently still onboarding. Weekly transponder hours are Wednesday from 2:00 PM to 4:30 PM
- Streetlight outages around the community have been reported to FPL



- Gym A/C has been serviced and will require additional repair. Vendor has been out three separate occasions and has been unsuccessful. We will contact another vendor if a different technician from the current vendor cannot repair by week end.
- Streets along Waterstone Blvd. have been asphalted (cross streets; Emerson Ave., Manciano St., Armina Pl., Merano Ave., Cristelle Ct., and Amalfi Cir.)
- Board requested management to gather proposals for clubhouse exterior painting.

Governmental Management Services- South Florida, LLC
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FIELD SUPERVISOR REPORT
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LANDSCAPING

- Landscape maintenance
 - o Down to Earth have been maintaining the community landscape. Working on improving weed removal, mowing along grassy banks and trimming the green space areas.



- Winter storm damage
 - o Plants damaged by the storm will be replaced after Board approval.
- Wetland enclosure will be removed once approved by the Board
- Received RFP's for Landscape services from 2 new companies besides the current vendor:
- Defined Cuts
- Greenland

Governmental Management Services- South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

BOARD OF SUPERVISORS MEETING DATES
WATERSTONE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027

The Board of Supervisors of the Waterstone Community Development District will hold their regular meetings for the Fiscal Year 2026/2027 at **11:00 a.m.**, at **the** W Executive Suites, LLC. 1860 SW Fountainview BLVD, Suite 100, Port Saint Lucie, FL 34986 **on the second Thursday** of each month as follows:

October 8, 2026
November 12, 2026
December 10, 2026
January 14, 2027
February 11, 2027
March 11, 2027
April 8, 2027
May 13, 2027
June 10, 2027
July 8, 2027
August 12, 2027
September 9, 2027

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 5385 North Nob Hill Road, Sunrise, Florida 33351, (954) 721-8681, or on the District's website at <http://www.waterstonecdd.com>

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Andressa Hinz Philippi , Manager

Public Search Results

In the search results grid, organization names are linked to coordinator contact information. The ⓘ links display the relevant contact information. The coordinator is the person who is responsible for adding/removing individuals from the filer list.

When a form is logged, the status will contain the date received and the message "Form Available Soon". When the Form becomes available online, the Filing Requirement Fulfilled status will have a link to "View Form" for electronic forms and (not available online) for any paper forms.

Section 112.31445, Florida Statutes, requires that all forms filed in the Electronic Financial Disclosure Management System (EFDMS) be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. This process is not automated and may take up to five business days.

Export to Excel

Suborganization

Board of Supervisors

Sort by:

PID

Form Year

Filer Name

Filing Requirement

PID	FORM YEAR	NAME	ORGANIZATION(S)	FILING REQUIREMENT	FILING REQUIREMENT FULFILLED	FILINGS
310436	2025	Colton Case	• Waterstone Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/1/2026	View Filings
318364	2025	William Christos	• Orchid Grove Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/1/2026	View Filings
318194	2025	Joann DeRosa	• Waterstone Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/24/2026	View Filings
318195	2025	Susan Hofman	• Waterstone Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 5/4/2026	View Filings
308714	2025	David Jackson	• Waterstone Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✖ Form 1 Not Filed	View Filings

1-5 of 5

Rows per page: 25

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Back

Per Florida Statute 190.006(3)(a)2.d., the number of registered voters in the Community Development District(s), based on the previous mapping forwarded by your organization, is provided below as of April 15, 2026.

CDD NAME	REGISTERED VOTERS
Bent Creek	480
Copper Creek	1,056
Creekside	420
Portofino Isles	1,300
Portofino Landings	213
Portofino Shores	788
Reserve	1,275
Veranda Landing	184
River Place	736
Tesoro	446
Verano 1	1,454
Verano 2	2,445
Verano 3	1,376
Verano 4	218
Verano 5	0
Verano Center	12
Waterstone	836



Memorandum

To: Waterstone Board of Supervisors

From: District Management

Date: August 13, 2026

RE: HB7013 – Special Districts Performance Measures and Standards-FINAL Report

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2025 legislative session. Starting on October 1, 2025, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Waterstone Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☒ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☒ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☒ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☒ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Waterstone Community Development District

District Manager:_____

Date:_____

Print Name:_____

Waterstone Community Development District



Memorandum

To: Waterstone Board of Supervisors

From: District Management

Date: August 4, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

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Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Print Name: _____

Waterstone Community Development District

Date: _____

District Manager: _____

Print Name: _____

Waterstone Community Development District

Date: _____

Waterstone
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2026

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
3/1 - 3/31/26	1945-1963	\$118,982.16
4/1 - 4/30/26	1964-1983	\$79,031.28
5/1 - 5/31/26	1984-2002	\$175,211.53
6/1 - 6/30/26	2003-2020	\$60,686.23
TOTAL CHECKS		\$433,911.20

<i>Date</i>	<i>ACH</i>	<i>Amount</i>
3/1 - 3/31/26	80015-80017	\$5,791.44
4/1 - 4/30/26	80018	\$5,165.69
5/1 - 5/31/26	80019-80021	\$6,039.50
6/1 - 6/30/26	80022-80025	\$8,132.10
TOTAL ACH		\$25,128.73
TOTAL		\$459,039.93

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
3/10/26	00123	3/01/26 25	202603 320-57200-34000		*	5,200.00	
		MAR 26 -	FIELD MANAGEMENT				
		3/01/26 25	202603 320-57200-45300		*	6,333.33	
		MAR 26 -	JANITORIAL				
		3/01/26 25	202603 320-57200-45300		*	6,333.33	
		FEB 26 -	JANITORIAL				
CALM IV							17,866.66 001945
3/10/26	00091	2/24/26 167827	202602 320-54100-46210		*	1,022.50	
		REPLC STUCK VALVE					
DOWN TO EARTH OPCO LLC							1,022.50 001946
3/10/26	00004	3/01/26 261	202603 320-54100-34000		*	833.33	
		MAR 26 -	FIELD SERVICES				
		3/01/26 262	202603 310-51300-34000		*	3,751.33	
		MAR 26 -	MGMT FEES				
		3/01/26 262	202603 310-51300-35100		*	94.50	
		MAR 26 -	COMPUTER TIME				
		3/01/26 262	202603 310-51300-35110		*	141.75	
		MAR 26 -	WEBSITE ADMIN				
		3/01/26 262	202603 310-51300-42000		*	77.04	
		MAR 26 -	POSTAGE				
		3/01/26 262	202603 310-51300-42500		*	.45	
		MAR 26 -	COPIES				
		3/01/26 262	202603 320-54100-46700		*	98.29	
		ASPHALT PATCH KIT					
		3/01/26 262	202603 320-54100-46000		*	23.89	
		CIRCUIT BREAKER					
		3/01/26 262	202603 320-57200-46000		*	319.82	
		GYM WIPES					
		3/01/26 262	202603 320-57200-52000		*	225.03	
		JANITORIAL SUPPLIES					
GMS - SO FLORIDA, LLC							5,565.43 001947
3/10/26	00110	3/05/26 26110301	202603 320-57200-46400		*	2,300.00	
		MAR 26 -	POOL SERVICE				
SANDY GORDON INC							2,300.00 001948
3/10/26	00102	2/20/26 02202026	202602 320-57200-46000		*	456.43	
		REIMB-TRASH BINS					
		2/20/26 02202026	202602 320-57200-46000		*	228.23	
		REIMB-JANITORIAL SUPPLIES					
MATTHEW HANS							684.66 001949
3/10/26	00052	12/01/25 1394	202512 310-51300-31400		*	18,238.09	
		TRIM NOTICE 2025					

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		12/01/25 1394	202512 300-20700-10100		*	11,037.25	
		TRIM NOTICE 2025					
		12/01/25 1394	202512 700-13100-10000		*	11,037.25-	
		TRIM NOTICE 2025					
		12/01/25 1394	202512 700-51700-55000		*	11,037.25	
		TRIM NOTICE 2025					
				MICHELLE FRANKLIN, CFA			29,275.34 001950
3/10/26 00051		3/04/26 4521587	202603 320-57200-46500		*	80.00	
		PERIM PEST RODENT 03/04					
				REYNOLDS PEST MANAGEMENT			80.00 001951
3/18/26 00116		3/09/26 9726	202603 320-57200-34550		*	1,512.00	
		SECURITY 2/27-3/08/26					
				ALL FLORIDA SECURITY SERVICES INC			1,512.00 001952
3/18/26 00033		3/03/26 9047	202602 310-51300-31100		*	485.00	
		FEB 26 - ENGINEERING SVC					
				ALVAREZ ENGINEERS			485.00 001953
3/18/26 00040		3/18/26 03182026	202603 300-20700-10100		*	7,809.93	
		TXFER TAX COLLECTIONS					
				US BANK NA			7,809.93 001954
3/19/26 00133		3/11/26 WAT-02	202603 320-54100-46700		*	9,495.00	
		FINAL SIDEWALK REPAIRS					
				ATLANTIX STRUCTURAL, LLC			9,495.00 001955
3/25/26 00072		3/02/26 201116	202603 320-57200-45300		*	1,000.00	
		MAR 26 - CLUBH CLEANING					
				CRYSTAL CLEAN TEAM INC			1,000.00 001956
3/25/26 00091		3/01/26 168723	202603 320-54100-46200		*	15,067.50	
		MAR 26- LANDSC MAINT					
				DOWN TO EARTH OPCO LLC			15,067.50 001957
3/25/26 00050		3/04/26 1000222	202603 320-57200-34500		*	143.00	
		FIRE EXT INSP REPORT					
				PYE BARKER FIRE & SAFETY			143.00 001958
3/25/26 00074		3/02/26 PSI24582	202603 320-54100-46300		*	2,303.81	
		MAR 26 - LAKE MAINT					
				SOLITUDE LAKE MANAGEMENT LLC			2,303.81 001959
3/25/26 00121		3/03/26 14194359	202603 320-54100-34500		*	1,870.43	
		MAR 26-MO SOFTWARE/SVC/MT					
				ST MORITZ SECURITY SERVICES, INC.			1,870.43 001960
				WATS WATERSTONE			
				TCESSNA			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
3/30/26	00116	3/23/26 9746	202603 320-57200-34550	SECURITY 3/13-3/22/25	*	1,512.00	
				ALL FLORIDA SECURITY SERVICES INC			1,512.00 001961
3/30/26	00133	3/24/26 WAT-03	202603 320-54100-46700	FINAL SIDEWALK REPAIR	*	6,300.00	
				ATLANTIX STRUCTURAL, LLC			6,300.00 001962
3/30/26	00128	3/25/26 097392	202603 320-54100-61000	ADD PAVING/MANHOLE/THERMO	*	14,688.90	
				M&M ASPHALT MAINTENANCE INC			14,688.90 001963
TOTAL FOR BANK A						118,982.16	

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
3/10/26	00030	2/23/26 FEB 26	202602 320-54100-43000		*	3,856.97	
		STREET LIGHTS 1/22-2/23					
		2/23/26 FEB 26	202602 320-54100-43001		*	32.31	
		PUMP C 1/22-2/23/26					
		2/23/26 FEB 26	202602 320-54100-43001		*	32.31	
		WELL 1/22-2/23/26					
		2/23/26 FEB 26	202602 320-54100-43001		*	32.31	
		PUMP B 1/22-2/23/26					
		2/23/26 FEB 26	202602 320-54100-43001		*	63.42	
		GUARD 1/22-2/23/26					
		2/23/26 FEB 26	202602 320-57200-43001		*	1,007.51	
		CLUBHOUSE 1/22-2/23/26					
		2/23/26 FEB 26	202602 320-57200-43001		*	372.93	
		PUMP B 1/22-2/23/26					
			FPL (AUTO PAY)				5,397.76 080015
3/10/26	00028	2/12/26 11921-34	202601 320-57200-43100		*	153.22	
		WATER 01/13-02/10/26					
			ST LUCIE COUNTY UTILITIES-AUTO PAY				153.22 080016
3/25/26	00028	3/12/26 11921-34	202602 320-57200-43100		*	240.46	
		WATER 02/10-03/10/26					
			ST LUCIE COUNTY UTILITIES-AUTO PAY				240.46 080017
TOTAL FOR BANK Z						5,791.44	
TOTAL FOR REGISTER						124,773.60	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/08/26	00116	3/30/26	9763	202604 320-57200-34550		*	1,512.00		
			SECURITY	3/27-4/05/26					
					ALL FLORIDA SECURITY SERVICES INC			1,512.00	001964
4/08/26	00123	4/01/26	29	202604 320-57200-34000		*	5,200.00		
			APR 26	- FIELD MANAGEMENT					
		4/01/26	29	202604 320-57200-45300		*	6,333.33		
			APR 26	- JANITORIAL					
					CALM IV			11,533.33	001965
4/08/26	00091	3/27/26	171603	202603 320-54100-46210		*	527.00		
				IRRIGATION STUCK VALVE					
					DOWN TO EARTH OPCO LLC			527.00	001966
4/08/26	00004	4/01/26	263	202604 320-54100-34000		*	833.33		
			APR 26	- FIELD SERVICES					
		4/01/26	264	202604 310-51300-34000		*	3,751.33		
			APR 26	- MGMT FEES					
		4/01/26	264	202604 310-51300-35100		*	94.50		
			APR 26	- COMPUTER TIME					
		4/01/26	264	202604 310-51300-35110		*	141.75		
			APR 26	- WEBSITE ADMIN					
		4/01/26	264	202604 310-51300-42000		*	89.14		
			APR 26	- POSTAGE					
		4/01/26	264	202604 310-51300-42500		*	8.10		
			APR 26	- COPIES					
					GMS - SO FLORIDA, LLC			4,918.15	001967
4/08/26	00110	4/06/26	26110403	202604 320-57200-46410		*	2,637.00		
				REBUILT SAND FILTER					
					SANDY GORDON INC			2,637.00	001968
4/08/26	00050	3/19/26	IV010205	202604 320-57200-34500		*	48.00		
				PICKLEBALL/TENNIS 4/1-6/30					
		3/27/26	IV010318	202603 320-57200-34500		*	375.00		
				INST CAMERAS ON APP PHONE					
					PYE BARKER FIRE & SAFETY			423.00	001969
4/08/26	00051	4/01/26	4523236	202604 320-57200-46500		*	80.00		
				PERIM PEST RODENT 04/01					
					REYNOLDS PEST MANAGEMENT			80.00	001970
4/13/26	00089	4/10/26	04102026	202604 310-51300-49000		*	54.00		
				RECORDING FEES					
					ST. LUCIE COUNTY			54.00	001971
					WATS WATERSTONE TCESSNA				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/14/26	00136	4/14/26 REFUND D 202604 300-22000-10000 REFUND DEPOSIT L WALTER		LARRY E WALTER	*	250.00	250.00 001972
4/15/26	00121	3/24/26 14196088 202603 320-54100-60000 50% DEP EXIT GATE SYSTEM		ST MORITZ SECURITY SERVICES, INC.	*	20,130.28	20,130.28 001973
4/15/26	00134	4/08/26 1354 202604 320-54100-46500 10' FOOT SIGN POST		TRULY GREEN LED LLC	*	1,100.00	1,100.00 001974
4/22/26	00116	4/13/26 9786 202604 320-57200-34550 SECURITY 4/05-4/19/26		ALL FLORIDA SECURITY SERVICES INC	*	1,647.00	1,647.00 001975
4/22/26	00033	4/08/26 9122 202604 310-51300-31100 MAR 26 - ENGINEERING SVC		ALVAREZ ENGINEERS	*	300.00	5,285.66 001976
		4/08/26 9122 202604 310-51300-31100 TSTNG INSPECTION ASPHALT			*	4,985.66	
4/22/26	00072	4/01/26 201119 202604 320-57200-45300 APR 26 - CLUBH CLEANING		CRYSTAL CLEAN TEAM INC	*	800.00	800.00 001977
4/22/26	00091	3/17/26 170200 202603 320-54100-46250 OAK TREE LIFTED UP			*	3,842.50	
		4/01/26 171531 202604 320-54100-46200 APR 26- LANDSC MAINT		DOWN TO EARTH OPCO LLC	*	15,067.50	18,910.00 001978
4/22/26	00110	3/25/26 26110302 202603 320-57200-46410 RAIL COVERS			*	249.47	
		4/04/26 26110401 202604 320-57200-46410 RAIL COVERS			*	218.70	
		4/04/26 26110402 202604 320-57200-46400 APR 26 - POOL SERVICE			*	2,300.00	
		4/15/26 26110404 202604 320-57200-46410 PLASTIC LADDER TREADS		SANDY GORDON INC	*	190.45	2,958.62 001979
4/22/26	00050	4/17/26 IV010700 202604 320-57200-34500 PDK ACCESS FOBS		PYE BARKER FIRE & SAFETY	*	1,200.00	1,200.00 001980

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/22/26	00135	4/21/26 59062547	202604 320-57200-46410	SNAP IN MAIN BREAKER	*	891.00	
				SNYDER AIR CONDITIONING PLUMBING &			891.00 001981
4/22/26	00074	4/02/26 PSI25710	202604 320-54100-46300	APR 26 - LAKE MAINT	*	2,303.81	
				SOLITUDE LAKE MANAGEMENT LLC			2,303.81 001982
4/22/26	00121	4/03/26 14197139	202604 320-54100-34500	APR 26-MO SOFTWARE/SVC/MT	*	1,870.43	
				ST MORITZ SECURITY SERVICES, INC.			1,870.43 001983
TOTAL FOR BANK A						79,031.28	

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
4/08/26	00030	3/24/26	MAR 26 202603 320-54100-43000 STREET LIGHTS 2/23-3/24		*	3,856.97	
		3/24/26	MAR 26 202603 320-54100-43001 PUMP C 2/23-3/24/26		*	32.31	
		3/24/26	MAR 26 202603 320-54100-43001 WELL 2/23-3/24/26		*	32.31	
		3/24/26	MAR 26 202603 320-54100-43001 PUMP B 2/23-3/24/26		*	32.31	
		3/24/26	MAR 26 202603 320-54100-43001 GUARD 2/23-3/24/26		*	55.25	
		3/24/26	MAR 26 202603 320-57200-43001 CLUBHOUSE 2/23-3/24/26		*	916.84	
		3/24/26	MAR 26 202603 320-57200-43001 PUMP B 2/23-3/24/26		*	239.70	
FPL (AUTO PAY)							5,165.69 080018

TOTAL FOR BANK Z						5,165.69	
TOTAL FOR REGISTER						84,196.97	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/07/26	00116	4/27/26	9810	202604 320-57200-34550		*	1,512.00		
			SECURITY	4/24-5/03/26	ALL FLORIDA SECURITY SERVICES INC			1,512.00	001984
5/07/26	00123	5/01/26	33	202605 320-57200-34000		*	5,200.00		
			MAY 26	- FIELD MANAGEMENT					
		5/01/26	33	202605 320-57200-45300		*	6,333.33		
			MAY 26	- JANITORIAL	CALM IV			11,533.33	001985
5/07/26	00004	5/01/26	265	202605 320-54100-34000		*	833.33		
			MAY 26	- FIELD SERVICES					
		5/01/26	266	202605 310-51300-34000		*	3,751.33		
			MAY 26	- MGMT FEES					
		5/01/26	266	202605 310-51300-35100		*	94.50		
			MAY 26	- COMPUTER TIME					
		5/01/26	266	202605 310-51300-35110		*	141.75		
			MAY 26	- WEBSITE ADMIN					
		5/01/26	266	202605 310-51300-51000		*	.15		
			MAY 26	- OFFICE SUPPLIES					
		5/01/26	266	202605 310-51300-42000		*	22.44		
			MAY 26	- POSTAGE					
		5/01/26	266	202605 310-51300-42500		*	.15		
			MAY 26	- COPIES					
		5/01/26	266	202605 320-57200-52000		*	6.15		
				KEYS FOR NEW MANAGER					
		5/01/26	266	202605 320-57200-52000		*	6.15		
				KEYS FOR NEW MANAGER					
		5/01/26	266	202605 320-57200-52000		*	30.76		
				KEYS FOR MAINTENANCE					
		5/01/26	266	202605 320-57200-52000		*	6.15		
				KEYS FOR MAINTENANCE					
		5/01/26	266	202605 320-57200-52000		*	9.84		
				KEYS FOR MAINTENANCE					
		5/01/26	266	202605 320-57200-52000		*	327.64		
				JANITORIAL SUPPLIES					
		5/01/26	266	202605 320-57200-52000		*	450.72		
				JANITORIAL SUPPLIES					
		5/01/26	266	202605 320-57200-52000		*	20.79		
				KEY COPIES & BUCKET					
		5/01/26	266	202605 320-57200-52000		*	403.64		
				JANITORIAL SUPPLIES	GMS - SO FLORIDA, LLC			6,105.49	001986
5/08/26	00128	3/25/26	097392	202605 320-54100-61000		*	108,206.40		
				FINAL ASPHALT PAVING	M&M ASPHALT MAINTENANCE INC			108,206.40	001987
					WATS WATERSTONE TCESSNA				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
5/13/26	00116	5/11/26	9816	202605 320-57200-34550	SECURITY 5/08-5/17/26	*	1,512.00		
					ALL FLORIDA SECURITY SERVICES INC			1,512.00	001988
5/13/26	00072	5/01/26	201125	202605 320-57200-45300	MAY 26 - CLUBH CLEANING	*	900.00		
					CRYSTAL CLEAN TEAM INC			900.00	001989
5/13/26	00110	5/03/26	26110501	202605 320-57200-46400	MAY 26 - POOL SERVICE	*	2,300.00		
		5/05/26	26110502	202605 320-57200-46410	CRTRDGE/ASSEM FILT/TREAD	*	629.49		
					SANDY GORDON INC			2,929.49	001990
5/13/26	00102	5/06/26	05062026	202605 320-57200-52000	REIMB-JANITORIAL SUPPLIES	*	164.26		
					MATTHEW HANS			164.26	001991
5/13/26	00050	4/30/26	IV010923	202605 320-57200-34500	MONIT 5/1-7/31/26	*	303.00		
					PYE BARKER FIRE & SAFETY			303.00	001992
5/13/26	00051	5/06/26	4525594	202605 320-57200-46500	PERIM PEST RODENT 05/01	*	80.00		
					REYNOLDS PEST MANAGEMENT			80.00	001993
5/13/26	00074	5/02/26	PSI26613	202605 320-54100-46300	MAY 26 - LAKE MAINT	*	2,303.81		
					SOLITUDE LAKE MANAGEMENT LLC			2,303.81	001994
5/13/26	00121	5/01/26	14199911	202605 320-54100-34500	MAY 26-MO SOFTWARE/SVC/MT	*	1,870.43		
		5/05/26	14200007	202605 320-54100-34500	REP ENTRANCE LOOPS	*	1,361.13		
					ST MORITZ SECURITY SERVICES, INC.			3,231.56	001995
5/22/26	00040	5/22/26	05222026	202605 300-20700-10100	TXFER TAX COLLECTIONS	*	8,309.44		
					US BANK NA			8,309.44	001996
5/22/26	00115	5/02/26	REFUND D	202605 300-22000-10000	REF DEP NELLY JIMENEZ	*	250.00		
					NELLY TORRES JIMENEZ			250.00	001997
5/22/26	00137	4/13/26	REFUND D	202605 300-22000-10000	REF DEP TANIESHA LOGAN	*	250.00		
					TANIESHA S LOGAN			250.00	001998

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/27/26	00033	5/06/26 9177 APR 26 -	202604 310-51300-31100 ENGINEERING SVC	ALVAREZ ENGINEERS	*	7,088.50	7,088.50 001999
5/27/26	00091	5/01/26 173569 MAY 26 -	202605 320-54100-46200 LANDSC MAINT		*	15,067.50	
		5/13/26 175475 IRRIGATION STUCK VALVE	202605 320-54100-46210		*	766.00	
			DOWN TO EARTH OPCO LLC				15,833.50 002000
5/27/26	00055	5/18/26 2026-35 QTRLY CONTRACT WORK	202605 320-57200-46650	HANNA PAINTING PLUS, LLC	*	3,300.00	3,300.00 002001
5/27/26	00050	5/13/26 IV011142 POWER OUTLET INSTALLATION	202605 320-57200-34500	PYE BARKER FIRE & SAFETY	*	1,398.75	1,398.75 002002
TOTAL FOR BANK A						175,211.53	

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/13/26	00061	5/05/26	56-BID-8 202605 320-57200-54000 POOL PERMIT 56-60-00386		*	325.00	
		5/05/26	56-BID-8 202605 320-57200-54000 FEES		*	.35	
FLORIDA DEPARTMENT OF HEALTH							325.35 080019
5/13/26	00030	4/22/26	APR 26 202604 320-54100-43000 STREET LIGHTS 3/24-4/22		*	3,856.97	
		4/22/26	APR 26 202604 320-54100-43001 PUMP C 3/24-4/22/26		*	32.31	
		4/22/26	APR 26 202604 320-54100-43001 WELL 3/24-4/22/26		*	32.31	
		4/22/26	APR 26 202604 320-54100-43001 PUMP B 3/24-4/22/26		*	32.31	
		4/22/26	APR 26 202604 320-54100-43001 GUARD 3/24-4/22/26		*	50.74	
		4/22/26	APR 26 202604 320-57200-43001 CLUBHOUSE 3/24-4/22/26		*	944.02	
		4/22/26	APR 26 202604 320-57200-43001 PUMP B 3/24-4/22/26		*	91.93	
FPL (AUTO PAY)							5,040.59 080020
5/13/26	00028	4/16/26	11921-34 202603 320-57200-43100 WATER 03/10-04/14/26		*	673.56	
ST LUCIE COUNTY UTILITIES-AUTO PAY							673.56 080021
TOTAL FOR BANK Z						6,039.50	
TOTAL FOR REGISTER						181,251.03	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
6/03/26	00116	6/01/26 9843	202605 320-57200-34550 SECURITY 5/22-5/31/26		*	1,512.00	
				ALL FLORIDA SECURITY SERVICES INC			1,512.00 002003
6/03/26	00004	6/01/26 267	202606 320-54100-34000 JUN 26 - FIELD SERVICES		*	833.33	
		6/01/26 268	202606 310-51300-34000 JUN 26 - MGMT FEES		*	3,751.33	
		6/01/26 268	202606 310-51300-35100 JUN 26 - COMPUTER TIME		*	94.50	
		6/01/26 268	202606 310-51300-35110 JUN 26 - WEBSITE ADMIN		*	141.75	
		6/01/26 268	202606 310-51300-51000 JUN 26 - OFFICE SUPPLIES		*	.30	
		6/01/26 268	202606 310-51300-42000 JUN 26 - POSTAGE		*	11.47	
				GMS - SO FLORIDA, LLC			4,832.68 002004
6/03/26	00139	5/31/26 7735237	202605 310-51300-48000 GE 2026		*	150.96	
				USA TODAY MEDIA CORP.			150.96 002005
6/10/26	00116	5/18/26 9847	202605 320-57200-34550 SECURITY 5/18		*	405.00	
		6/08/26 9861	202606 320-57200-34550 SECURITY 6/05-6/14/26		*	1,512.00	
				ALL FLORIDA SECURITY SERVICES INC			1,917.00 002006
6/10/26	00123	6/01/26 37	202606 320-57200-34000 JUN 26 - FIELD MANAGEMENT		*	5,200.00	
		6/01/26 37	202606 320-57200-45300 JUN 26 - JANITORIAL		*	6,333.33	
				CALM IV			11,533.33 002007
6/10/26	00072	6/01/26 201129	202606 320-57200-45300 JUN 26 - CLUBH CLEANING		*	900.00	
				CRYSTAL CLEAN TEAM INC			900.00 002008
6/10/26	00091	5/31/26 177521	202605 320-54100-46210 MAY 26 - IRR WET CHECK		*	695.00	
				DOWN TO EARTH OPCO LLC			695.00 002009
6/10/26	00110	6/04/26 26110601	202606 320-57200-46400 JUN 26 - POOL SERVICE		*	2,300.00	
		6/04/26 26110602	202606 320-57200-46410 MANUAL RELIEF ASSM FILTER		*	600.00	

WATS WATERSTONE NMARINO

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		6/04/26 26110603	202606 320-57200-46410		*	266.58	
		GRANULAR ALGAE OUT		SANDY GORDON INC			3,166.58 002010
6/10/26 00117		5/28/26 14393	202605 320-54100-46000		*	183.42	
		DUAL CAPACITOR		VETERANS AIR AND ELECTRIC DBA			183.42 002011
6/17/26 00033		6/04/26 9247	202605 310-51300-31100		*	939.00	
		MAY 26 - ENGINEERING SVC		ALVAREZ ENGINEERS			939.00 002012
6/17/26 00141		3/26/26 3718067	202602 310-51300-31500		*	3,752.50	
		LEGAL SV THRU 2/28/26					
		4/30/26 3733425	202603 310-51300-31500		*	2,087.18	
		LEGAL SV THRU 3/31/26					
		6/08/26 3759902	202604 310-51300-31500		*	7,814.53	
		LEGAL SV THRU 4/30/26		KUTAK ROCK LLP			13,654.21 002013
6/17/26 00140		6/08/26 REFUND D	202606 300-22000-10000		*	250.00	
		REF DEP W SCHAEFFER		WILLIAM SCHAEFFER			250.00 002014
6/17/26 00016		6/01/26 2025 ROL	202606 310-51300-42000		*	118.31	
		POSTAGE 2025		ST LUCIE COUNTY TAX COLLECTOR			118.31 002015
6/24/26 00116		6/22/26 9879	202606 320-57200-34550		*	1,512.00	
		SECURITY 6/19-6/28/26		ALL FLORIDA SECURITY SERVICES INC			1,512.00 002016
6/24/26 00091		6/01/26 176477	202606 320-54100-46200		*	15,067.50	
		JUN 26- LANDSC MAINT		DOWN TO EARTH OPCO LLC			15,067.50 002017
6/24/26 00051		6/10/26 4528004	202606 320-57200-46500		*	80.00	
		PERIM PEST RODENT 06/10		REYNOLDS PEST MANAGEMENT			80.00 002018
6/24/26 00074		6/02/26 PSI27522	202606 320-54100-46300		*	2,303.81	
		JUN 26 - LAKE MAINT		SOLITUDE LAKE MANAGEMENT LLC			2,303.81 002019
6/24/26 00121		6/02/26 14202434	202606 320-54100-34500		*	1,870.43	
		JUN 26-MO SOFTWARE/SVC/MT		ST MORITZ SECURITY SERVICES, INC.			1,870.43 002020
TOTAL FOR BANK A						60,686.23	
WATS WATERSTONE				NMARINO			

CHECK	VEND#	INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	CHECK.....
DATE		DATE INVOICE	YRMO DPT ACCT# SUB SUBCLASS							AMOUNT #

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
6/17/26	00030	5/22/26 MAY	202605 320-54100-43000		*	3,856.97	
		SL 4/22-5/22/26					
		5/22/26 MAY	202605 320-54100-43001		*	32.31	
		PUMP C 4/22-5/22/26					
		5/22/26 MAY	202605 320-54100-43001		*	32.31	
		WELL 2 4/22-5/22/26					
		5/22/26 MAY	202605 320-54100-43001		*	32.31	
		PUMP B 4/22-5/22/26					
		5/22/26 MAY	202605 320-54100-43001		*	43.11	
		GUARD 4/22-5/22/26					
		5/22/26 MAY	202605 320-57200-43001		*	1,341.88	
		CLUBHOUSE 4/22-5/22/26					
		5/22/26 MAY	202605 320-57200-43001		*	87.69	
		PUMP B 4/24-5/27/26					
			FPL (AUTO PAY)				5,426.58 080022
6/17/26	00028	5/14/26	11921-34 202604 320-57200-43100		*	381.24	
		WATER 4/14-5/12/26					
			ST LUCIE COUNTY UTILITIES-AUTO PAY				381.24 080023
6/24/26	00028	6/11/26	11921-34 202605 320-57200-43100		*	915.77	
		WATER 05/12-06/09/26					
			ST LUCIE COUNTY UTILITIES-AUTO PAY				915.77 080024
6/24/26	00142	5/20/26	259620 202606 320-54100-43300		*	1,134.21	
		FEB-JUN 26 - SOLID WASTE					
		6/20/26	306522 202607 320-54100-43300		*	274.30	
		JUL 26 - SOLID WASTE					
			WASTE PRO - FT PIERCE AUTO PAY				1,408.51 080025
TOTAL FOR BANK Z						8,132.10	
TOTAL FOR REGISTER						68,818.33	

WATS WATERSTONE NMARINO

Waterstone
Community Development District

Unaudited Financial Reporting
June 30, 2026



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8	<u>Assessment Receipt Schedule</u>

Waterstone
Community Development District
Combined Balance Sheet
June 30, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 11,335	\$ -	\$ 11,335
Due From Debt Service	61,004		61,004
<u>Investments:</u>			
State Board of Administration (SBA)	754,345	-	754,345
Series 2018			
Reserve A	-	318,830	318,830
Reserve B	-	131,422	131,422
Revenue A	-	1,658,893	1,658,893
Prepayment B	-	361,601	361,601
Prepayment A		5,592	5,592
Prepaid Expenses	-	-	-
Total Assets	\$ 826,684	\$ 2,476,338	\$ 3,303,022
Liabilities:			
Accounts Payable	\$ 96,534	\$ -	\$ 96,534
Due To General Fund	-	61,004	61,004
Due to Resident Deposit	500	-	500
Total Liabilities	\$ 97,034	\$ 61,004	\$ 158,038
Fund Balance:			
Restricted for:			
Debt Service	\$ -	\$ 2,415,334	\$ 2,415,334
Assigned for:			
General Fund-Road Improvement	285,948	-	285,948
Reserves	425,000	-	425,000
Unassigned	18,702	-	18,702
Total Fund Balances	\$ 729,650	\$ 2,415,334	\$ 3,144,984
Total Liabilities & Fund Balance	\$ 826,684	\$ 2,476,338	\$ 3,303,022

Waterstone
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted Budget	Prorated Budget Thru 06/30/26	Actual Thru 06/30/26	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 902,805	\$ 902,805	\$ 907,733	\$ 4,928
Interest Income	25,000	18,750	26,100	7,350
Clubhouse Income	1,000	750	4,250	(100)
Total Revenues	\$ 928,805	\$ 922,305	\$ 938,083	\$ 12,177
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 2,400	\$ 1,800	\$ -	\$ 1,800
PR-FICA	184	138	-	138
Engineering	20,000	15,000	15,604	(604)
Attorney	20,000	15,000	15,625	(625)
Annual Audit	4,300	4,300	4,300	-
Assessment Administration	2,120	2,120	2,120	-
Arbitrage Rebate	550	550	550	-
Dissemination Agent	4,000	4,000	4,000	-
Trustee Fees	7,600	7,600	8,697	(1,097)
Management Fees	45,016	33,762	33,762	0
Information Technology	1,134	851	851	0
Website Maintenance	1,701	1,276	1,276	0
Telephone	50	38	-	38
Postage & Delivery	200	200	1,346	(1,146)
Insurance General Liability	9,119	9,119	8,121	998
Printing & Binding	300	225	202	23
Legal Advertising	1,000	750	1,227	(477)
Other Current Charges	569	427	894	(468)
Office Supplies	50	38	39	(1)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 120,468	\$ 97,367	\$ 98,788	\$ (1,421)
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 10,000	\$ 7,500	\$ 7,500	\$ 0
Security Monitoring	-	-	10,713	(10,713)
Electric Streetlights	45,000	33,750	33,437	313
Electric Pumps/Well/Guardhouse	2,400	1,800	1,387	413
Solid Waste	-	-	1,134	(1,134)
Landscape Maintenance	197,310	147,983	135,608	12,375
Tree Service	15,000	15,000	16,399	(1,399)
Lake Maintenance	27,380	20,535	20,734	(199)
Irrigation Maintenance	10,000	7,500	3,858	3,642
Repairs and Maintenance	10,428	7,821	2,481	5,340
Street Maintenance	10,000	10,000	22,888	(12,888)
Sign Maintenance	5,000	3,750	1,100	2,650
Gate Maintenance	10,000	7,500	-	7,500
Fence Maintenance	10,000	7,500	-	7,500
Preserve Maintenance	10,171	7,628	-	7,628
Contingency	5,000	3,750	9,358	(5,608)
Capital Outlay	-	-	115,670	(115,670)
Reserve- Roadways Improvements	100,000	100,000	238,577	(138,577)
Reserve	165,000	165,000	-	165,000
Subtotal Field Expenditures	\$ 632,689	\$ 547,017	\$ 620,844	\$ (73,827)

Waterstone
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Recreation Building Expenditures				
Amenity Management	\$ 8,000	\$ 6,000	\$ 46,800	\$ (40,800)
Security System	8,020	6,015	6,227	(212)
Security Service	-	-	30,049	(30,049)
Electric Rec Building	14,800	11,100	10,421	679
Water/Sewer	1,200	900	4,333	(3,433)
Buliding Insurance	14,068	14,068	13,169	899
Pool Maintenance	32,600	24,450	20,700	3,750
Pool Repair	5,000	5,000	11,782	(6,782)
Equipment Maintenance	5,000	3,750	420	3,330
Janitorial Maintenance	23,400	17,550	44,942	(27,392)
Repairs and Maintenance	5,000	3,750	5,699	(1,949)
Sporting Courts Maintenance	7,700	5,775	3,850	1,925
Playground Maintenance	23,200	17,400	9,900	7,500
R&M Pool Heater	3,000	2,250	-	2,250
Pest Control	960	720	744	(24)
Licenses, Permits, Fees	300	225	325	(100)
Contingency	8,400	6,300	7,382	(1,082)
Capital Outlay	5,000	3,750	-	3,750
Reserve	10,000	10,000	-	10,000
Subtotal Rec Building Expenditures	\$ 175,648	\$ 139,003	\$ 216,742	\$ (77,739)
Total Operations & Maintenance	\$ 808,337	\$ 686,020	\$ 837,586	\$ (151,566)
Total Expenditures	\$ 928,805	\$ 783,387	\$ 936,374	\$ (152,987)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 138,918	\$ 1,709	\$ (140,810)
Net Change in Fund Balance	\$ -	\$ 138,918	\$ 1,709	\$ (140,810)
Fund Balance - Beginning	\$ -		\$ 727,941	
Fund Balance - Ending	\$ -		\$ 729,650	

Waterstone
Community Development District
Debt Service Fund Series 2018A/B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted Budget	Prorated Budget Thru 06/30/26	Actual Thru 06/30/26	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 546,355	\$ 546,355	\$ 443,778	\$ (102,577)
Special Assessments - Estoppels	-	-	40,753	40,753
Special Assessments - Prepayments B	-	-	1,560,111	1,560,111
Special Assessments - Prepayments A	-	-	5,546	5,546
Interest Income	30,000	22,500	70,846	48,346
Total Revenues	\$ 576,355	\$ 568,855	\$ 2,121,033	\$ 1,552,178
<u>Expenditures:</u>				
Special Call B- 11/1	\$ -	\$ -	\$ 951,460	\$ (951,460)
Special Call B- 2/1	-	-	752,649	(752,649)
Special Call B- 5/1	-	-	737,382	(737,382)
Total Expenditures	\$ -	\$ -	\$ 2,441,491	\$ (2,441,491)
Excess (Deficiency) of Revenues over Expenditures	\$ 576,355	\$ 568,855	\$ (320,458)	\$ (889,313)
Net Change in Fund Balance	\$ 576,355	\$ 568,855	\$ (320,458)	\$ (889,313)
Fund Balance - Beginning	\$ 1,172,820		\$ 2,735,792	
Fund Balance - Ending	\$ 1,749,176		\$ 2,415,334	

Waterstone
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 164,688	\$ 633,643	\$ 8,691	\$ 10,585	\$ 6,410	\$ 6,832	\$ 4,145	\$ 72,739	\$ -	\$ -	\$ -	\$ 907,733
Interest Income	2,319	1,911	2,356	4,091	3,490	3,550	3,165	2,773	2,444	-	-	-	26,100
Clubhouse Income	-	100	-	-	155	70	1,070	1,110	1,745	-	-	-	4,250
Total Revenues	\$ 2,319	\$ 166,698	\$ 635,999	\$ 12,783	\$ 14,230	\$ 10,031	\$ 11,067	\$ 8,028	\$ 76,928	\$ -	\$ -	\$ -	\$ 938,083
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	603	981	170	53	485	5,286	7,089	939	-	-	-	-	15,604
Attorney	591	790	-	-	3,753	2,087	7,815	591	-	-	-	-	15,625
Annual Audit	-	2,500	1,800	-	-	-	-	-	-	-	-	-	4,300
Assessment Administration	2,120	-	-	-	-	-	-	-	-	-	-	-	2,120
Arbitrage Rebate	-	-	-	550	-	-	-	-	-	-	-	-	550
Dissemination Agent	-	-	-	4,000	-	-	-	-	-	-	-	-	4,000
Trustee Fees	-	-	-	8,697	-	-	-	-	-	-	-	-	8,697
Management Fees	3,751	3,751	3,751	3,751	3,751	3,751	3,751	3,751	3,751	-	-	-	33,762
Information Technology	95	95	95	95	95	95	95	95	95	-	-	-	851
Website Maintenance	142	142	142	142	142	142	142	142	142	-	-	-	1,276
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	57	61	808	53	48	77	89	22	130	-	-	-	1,346
Insurance General Liability	8,121	-	-	-	-	-	-	-	-	-	-	-	8,121
Printing & Binding	0	121	72	0	-	0	8	0	-	-	-	-	202
Legal Advertising	-	-	-	-	-	-	-	151	1,076	-	-	-	1,227
Other Current Charges	77	92	36	-	149	102	160	135	144	-	-	-	894
Office Supplies	-	-	38	-	-	-	-	0	0	-	-	-	39
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 15,731	\$ 8,532	\$ 6,912	\$ 17,340	\$ 8,422	\$ 11,539	\$ 19,148	\$ 5,826	\$ 5,338	\$ -	\$ -	\$ -	\$ 98,788
Operations & Maintenance													
Field Expenditures													
Field Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ 7,500
Security Monitoring	-	-	-	-	1,870	1,870	1,870	3,232	1,870	-	-	-	10,713
Electric Streetlights	3,432	3,432	3,432	3,857	3,857	3,857	3,857	3,857	3,857	-	-	-	33,437
Electric Pumps/Well/Guardhouse	156	142	132	179	160	152	148	140	177	-	-	-	1,387
Solid Waste	-	-	-	-	-	-	-	-	1,134	-	-	-	1,134
Landscape Maintenance	15,068	15,068	15,068	15,068	15,068	15,068	15,068	15,068	15,068	-	-	-	135,608
Tree Service	-	1,056	11,500	-	-	-	3,843	-	-	-	-	-	16,399
Lake Maintenance	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304	2,304	-	-	-	20,734
Irrigation Maintenance	-	-	-	848	1,023	-	527	1,461	-	-	-	-	3,858
Repairs and Maintenance	-	-	747	-	-	24	-	183	1,527	-	-	-	2,481
Street Maintenance	-	-	-	-	6,995	15,893	-	-	-	-	-	-	22,888
Sign Maintenance	-	-	-	-	-	-	1,100	-	-	-	-	-	1,100
Gate Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fence Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Preserve Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	179	-	792	-	-	-	-	8,387	-	-	-	9,358
Capital Outlay	35,993	-	-	35,993	5,438	-	20,130	-	18,117	-	-	-	115,670
Reserve- Roadways Improvements	-	54,103	-	-	-	14,689	-	108,206	61,578	-	-	-	238,577
Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Field Expenditures	\$ 57,786	\$ 77,117	\$ 34,015	\$ 59,873	\$ 37,547	\$ 54,690	\$ 49,679	\$ 135,284	\$ 114,852	\$ -	\$ -	\$ -	\$ 620,844

Waterstone
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Recreation Building Expenditures													
Amenity Management	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	\$ -	\$ -	\$ 46,800
Security System	48	232	-	1,048	1,432	143	1,623	1,702	-	-	-	-	6,227
Security Service	3,780	3,024	3,024	3,049	3,024	3,024	4,671	3,429	3,024	-	-	-	30,049
Electric Rec Building	919	1,019	963	1,018	1,380	1,157	1,036	1,430	1,499	-	-	-	10,421
Water/Sewer	1,409	367	194	153	240	674	381	916	-	-	-	-	4,333
Buliding Insurance	13,169	-	-	-	-	-	-	-	-	-	-	-	13,169
Pool Maintenance	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	-	-	-	20,700
Pool Repair	1,888	4,099	113	-	-	-	4,187	629	867	-	-	-	11,782
Equipment Maintenance	210	-	-	210	-	-	-	-	-	-	-	-	420
Janitorial Maintenance	2,025	1,800	2,025	2,025	8,133	7,333	7,133	7,233	7,233	-	-	-	44,942
Repairs and Maintenance	366	-	-	122	4,891	320	-	-	-	-	-	-	5,699
Sporting Courts Maintenance	-	-	-	-	3,850	-	-	-	-	-	-	-	3,850
Playground Maintenance	-	-	3,300	-	3,300	-	-	3,300	-	-	-	-	9,900
R&M Pool Heater	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	80	80	80	104	80	80	80	80	80	-	-	-	744
Licenses, Permits, Fees	-	-	-	-	-	-	-	325	-	-	-	-	325
Contingency	2,840	2,714	177	-	-	225	-	1,426	-	-	-	-	7,382
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Expenditures	\$ 34,234	\$ 20,833	\$ 17,375	\$ 15,229	\$ 33,831	\$ 20,455	\$ 26,611	\$ 27,970	\$ 20,203	\$ -	\$ -	\$ -	\$ 216,742
Total Operations & Maintenance	\$ 92,019	\$ 97,950	\$ 51,390	\$ 75,102	\$ 71,378	\$ 75,146	\$ 76,291	\$ 163,254	\$ 135,055	\$ -	\$ -	\$ -	\$ 837,586
Total Expenditures	\$ 107,750	\$ 106,482	\$ 58,302	\$ 92,443	\$ 79,800	\$ 86,685	\$ 95,438	\$ 169,080	\$ 140,393	\$ -	\$ -	\$ -	\$ 936,374
Excess (Deficiency) of Revenues over Expenditures	\$ (105,431)	\$ 60,217	\$ 577,697	\$ (79,660)	\$ (65,570)	\$ (76,654)	\$ (84,371)	\$ (161,053)	\$ (63,465)	\$ -	\$ -	\$ -	\$ 1,709
Net Change in Fund Balance	\$ (105,431)	\$ 60,217	\$ 577,697	\$ (79,660)	\$ (65,570)	\$ (76,654)	\$ (84,371)	\$ (161,053)	\$ (63,465)	\$ -	\$ -	\$ -	\$ 1,709

Waterstone
Community Development District
Long Term Debt Report

Series 2007 B Capital Improvement Revenue Bonds		
Bonds Issued 4/12/2007		\$17,000,000
Interest Rate:	5.50%	
Maturity Date:	5/1/2018	
Less: Principal Payment 11/1/08		(\$135,000)
Less: Special Call 8/1/08		(\$280,000)
Outstanding Bonds (restructured see below)		\$16,585,000
In December 13, 2018 the bonds were restructured into		
Convertible Capital Appreciation Bonds (2018A)		(\$1,360,734)
Capital Appreciation Bonds (2018B)		(\$9,224,771)
Capital Improvement Revenue Bonds, Series 2007B "Cancelled"		(\$3,391,252)
Capital Improvement Revenue Bonds, Series 2007B "Unexchanged"		(\$2,608,243)
Bonds Restructured		(\$16,585,000)
Series 2018A, Convertible Capital Appreciation Bonds		
Interest Rate:	6.88%	
Maturity Date:	11/1/2037	
Bonds restructured 12/13/18		\$1,360,734
Compounded interest		\$1,679,266
Less: Principal Payment - 5/1/31		\$0
Current Bonds Outstanding		\$3,040,000
Series 2018B, Capital Appreciation bonds		
Interest Rate:	2.00%	
Maturity Date:	11/1/2028	
Bonds restructured 12/13/18		\$9,224,771
Accreted interest		\$2,005,229
Less: Special Call- 5/1/19		(\$129,201)
Less: Special Call- 11/1/22		(\$421,534)
Less: Special Call- 2/1/23		(\$329,987)
Less: Special Call- 5/1/23		(\$291,304)
Less: Special Call- 8/1/23		(\$148,629)
Less: Special Call- 11/1/23		(\$325,901)
Less: Special Call- 2/1/24		(\$386,657)
Less: Special Call- 5/1/24		(\$466,308)
Less: Special Call- 8/1/24		(\$689,160)
Less: Special Call- 11/1/24		(\$1,593,003)
Less: Special Call- 2/1/25		(\$765,663)
Less: Special Call- 5/1/25		(\$769,486)
Less: Special Call- 8/1/25		(\$956,097)
Less: Special Call- 11/1/25		(\$951,460)
Less: Special Call- 2/1/26		(\$752,649)
Less: Special Call- 5/1/26		(\$737,382)
Current Bonds Outstanding		\$1,515,580
Series 2007 B (Unexchanged) Capital Improvement Revenue Bonds		
Interest Rate:	5.50%	
Maturity Date:	5/1/2018	
Bonds Issued 4/12/2007		\$2,608,243
Current Bonds Outstanding		\$2,608,243

Waterstone
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St. Lucie County
Fiscal Year 2026

Gross Assessments \$ 981,309.60 \$ 482,457.60 \$ 1,463,767.20
Net Assessments \$ 902,804.83 \$ 443,860.99 \$ 1,346,665.82

ON ROLL ASSESSMENTS

							allocation in %	67.04%	32.96%	100.00%
							2018A			
Date	Distribution	Gross Amount	Discount/ (Penalty)	Commission	Interest	Property Appraiser	Net Receipts	O&M Portion	Debt Service	Total
11/10/25	02/28-11/01/25	\$ 4,594.61	\$ 241.21	\$ 87.07	\$ -	\$ -	\$ 4,266.33	\$ 2,860.15	\$ 1,406.18	\$ 4,266.33
11/17/25	11/01-11/06/25	16,179.76	647.18	310.65	-	-	15,221.93	10,204.78	5,017.15	15,221.93
11/24/25	11/07-11/13/25	260,272.76	10,411.02	4,997.22	-	-	244,864.52	164,157.19	80,707.33	244,864.52
12/03/25	11/14-11/20/25	19,781.11	769.71	380.24	-	-	18,631.16	12,490.33	6,140.83	18,631.16
12/09/25	11/21-11/27/25	1,032,427.43	41,297.04	19,822.61	-	-	971,307.78	651,164.78	320,143.00	971,307.78
12/12/25	11/28-12/04/25	47,642.06	1,905.69	914.73	-	-	44,821.64	30,048.43	14,773.21	44,821.64
12/18/25	12/05-12/14/25	9,925.77	352.29	191.47	-	-	9,382.01	6,289.70	3,092.31	9,382.01
12/31/25	12/12-12/18/25	2,357.08	70.71	45.72	-	-	2,240.65	1,502.13	738.52	2,240.65
12/31/25	Property Appraiser	-	-	-	-	29,275.34	(29,275.34)	(18,238.09)	(11,037.25)	(29,275.34)
01/09/26	Interest	-	-	-	863.84	-	863.84	863.84	-	863.84
01/09/26	11/02-12/31/25	2,408.70	53.03	47.12	-	-	2,308.55	1,547.65	760.90	2,308.55
01/09/26	12/26-01/01/26	5,836.98	175.10	113.24	-	-	5,548.64	3,719.81	1,828.83	5,548.64
01/16/26	01/02-01/08/26	4,441.36	88.82	87.05	-	-	4,265.49	2,859.58	1,405.91	4,265.49
01/26/26	01/09-01/15/26	3,880.43	77.61	76.05	-	-	3,726.77	2,498.43	1,228.34	3,726.77
01/30/26	01/16-01/22/26	2,357.08	47.14	46.20	-	-	2,263.74	1,517.61	746.13	2,263.74
02/10/26	01/23-01/29/26	2,196.67	43.93	43.06	-	-	2,109.68	1,414.33	695.35	2,109.68
02/13/26	01/30-02/05/26	6,397.91	106.79	125.82	-	-	6,165.30	4,133.22	2,032.08	6,165.30
02/23/26	02/06-02/12/26	1,923.86	38.48	37.71	-	-	1,847.67	1,238.68	608.99	1,847.67
02/27/26	02/13-02/19/26	1,345.96	-	26.92	-	-	1,319.04	884.28	434.76	1,319.04
03/06/26	02/20-02/26/26	2,004.58	20.05	39.69	-	-	1,944.84	1,303.82	641.02	1,944.84
03/13/26	02/27-03/05/26	4,009.16	40.09	79.38	-	-	3,889.69	2,607.65	1,282.04	3,889.69
03/20/26	03/06-03/12/26	4,233.94	-	84.68	-	-	4,149.26	2,781.66	1,367.60	4,149.26
03/27/26	03/13-03/19/26	312.32	-	6.25	-	-	306.07	205.19	100.88	306.07
04/09/26	01/01-03/31/26	2,425.03	-	48.49	-	-	2,376.54	1,593.23	783.31	2,376.54
04/09/26	INTEREST	-	-	-	21.66	-	21.66	21.66	-	21.66
04/13/26	03/27-04/02/26	4,121.55	-	82.43	-	-	4,039.12	2,707.83	1,331.29	4,039.12
04/17/26	04/01-04/09/26	2,357.08	(70.71)	48.56	-	-	2,379.23	1,595.04	784.19	2,379.23
04/24/26	04/10-04/16/26	2,116.97	(63.51)	43.61	-	-	2,136.87	1,432.56	704.31	2,136.87
05/08/26	04/24-04/30/26	2,357.08	(70.71)	48.56	-	-	2,379.23	1,595.04	784.19	2,379.23
05/15/26	05/01-05/07/26	2,116.97	(63.51)	43.61	-	-	2,136.87	1,432.56	704.31	2,136.87
05/22/26	05/08-05/14/26	2,116.97	(63.51)	43.60	-	-	2,136.88	1,432.56	704.32	2,136.88
06/23/26	CERTIFICATE SALE	11,626.02	(348.79)	239.50	-	-	11,735.31	7,867.35	3,867.96	11,735.31
TOTAL		\$ 1,463,767.20	\$ 55,705.15	\$ 28,161.24	\$ 885.50	\$ 29,275.34	\$ 1,351,510.97	\$ 907,732.98	\$ 443,777.99	\$ 1,351,510.97

100.00%	Percent Collected
\$ -	Balance Remaining to Collect